

प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

सं. 11]

नई फिल्मी, गाँनबार, मार्च 15, 1997/फालान 24, 1918

No. 11]

NEW DELHI, SATURDAY, MARCH 15, 1997/PHALGUNA 24, 1918

इस भाग में भिन्न पुष्ठ संख्या दी जाती है जिससे कि यह अलग संकान के रूप में एवा जा सके Separate Paging is given to this Part in order that it may be filed as a separate compilation

> भाग II—खण्ड 3—इप-खण्ड (li) PART II—Section 3-—Sub-section (ii)

भारत सरकार के भंदालयों (रक्षा मंत्रस्वय को छोक्कर) द्वारा कारी किए गए अधिकिक आदेश और अधिमूचनाए Statutory Orders and Notifications Issued by the Ministrics of the Government of India (Other than the Ministry of Defence)

गृह मलालय

(पनर्वास प्रभाग)

नई दिल्ली, 31 जनवरी, 1997

का०आ० 678 :— विस्थापित व्यक्ति (प्रतिकर एवं पुनर्धास) अधिनयम, 1954 (1954 का अधिनयम सं० 44) की धारा (3) की उप-धारा (1) हारा प्रवत्त गक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्हारा जूनि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार में संपुक्त सचिव के बतौर अपने स्वयं के कर्तन्यों के अतिरक्ति, उपरोक्त अधिनयम द्वारा अथवा उसके अन्तर्भ एवं ग्राप्तीण संपत्तियों के प्रवंध संक्षित विष्णान शहरो एवं ग्राप्तीण संपत्तियों के प्रवंध तथा निग्यान के संवंध में विशेष उप पृष्ठ वंदोवस्त आयुक्त को स्था गए कार्यों को करने के निए उप पृष्ठ वंदोवस्त आयुक्त को स्था में निश्क करनी है।

2 हमले अधिसूचना भं० 1(6)/93-वंदोबसा (७) तारीख 21-11-95 का अधिक्रमण हो जाता है।

> [मं० 1(६)/93-बंदोबय्न (क)] आरुष्टम् आह्जा, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 31st January, 1997.

S.O. 678.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act. 1954 (Act No. 44 of 1954) the Central Government hereby appoints Shri Vijay Kumar, Joint Secretary in the Land and Building Department, Government of National Capital Territory of Delhi, as Deputy Chief Settlement Commissioner for the purposes of performing, in addition to his own duties as Joint Secretary, the functions assigned to him as a Deputy Chief Settlement Commissioner by or under the aforesaid Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement (A) dated 21-11-1995.

[No. 1(6)/93-Settlement (A)] R. S. AHUJA, Under Secy.

## नई दिल्ली, 31 जनवरी, 1997

का० आ० 679:—विस्थागित व्यक्ति (प्रतिकर एवं पुनर्वाम) अधिनयम, 1954 (1954 का अधिनियम सं० 44) की धारा 34 की उप-धारा (2) द्वारा प्रदन्त गक्तियों का प्रयोग करते हुए, मैं आर०एम० सेठी, मुख्य बदोबस्त आयुक्त एतद्द्वारा भूमि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, बिल्ली सरकार में संयुक्त सचिव तथा अधिसूचना सं० 1(6)/93-बंदोबस्त (क) तारीख 31-1-1997 के तहत उप-मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त किए गए थी विजय कुमार को मुख्य बंदोबस्त आयुक्त की निम्नलिखित गक्तियां सौंपता है:—

- (i) उक्त आधिनियम की धारा 23 के अन्तर्गत अपीलें मुनने की शक्तियां,
- (ii) उक्त अधिनियम की धारा 24 के अन्तर्गत संशोधन मुनने की शक्तियां,
- (iii) उक्त आधिनियम की धारा 28 के अन्तर्गत मामलों को हस्तान्तरित करने की गिक्तियां।

[सं० 1(6)/93-बंदोबस्त (ख)] आर०एस० सेठी, मुख्य बंदोबस्स आयुक्त

## New Delhi, the 31st January, 1997

S.O. 679.—In exercise of the powers conferred by Sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954). I, R. S. Sethi, Chief Settlement Commissioner, hereby delegate to Shri Vijay Kumar. Joint Secretary in the Land and Building Department, Government of National Capital Territory of Delhi, appointed as Deputy Chief Settlement Commissioner, vide Notification No. 1(6)/93-Settlement (A), dated the 31st January, 1997 the following powers of the Chief Settlement Commissioner:—

- Powers to hear appeals under Section 23 of the said Act.
- (ii) Powers to hear revisions under Section 24 of the said Act.
- (iii) Powers to transfer cases under Section 28 of the said Act.
- 2. This supersedes notification No. 1(6)/93-Settlement (B). dated 27-11-1995.

[No. 1(6)/93-Settlement (B)] R. S. SETHI, Chief Settlement Commissioner

## नई दिल्ली, 31 जनवरी, 1997

का०आ० 680:—निष्कान्त संपत्ति प्रबंध अधिनियम 1950 (1950 का अधिनियम सं० 31) की धारा 5 द्वारा प्रदत्त णिक्तयों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भूमि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार में संयुक्त सचिव, श्री विजय कुमार को संयुक्त सचिव के बतौर अपने स्वयं के कर्नांच्यों के अतिरिक्त उपरोक्त अधिनियम द्वारा अथवा उसके अंतर्गत राष्ट्रीय राजधानी क्षेत्र, दिल्ली में स्थित निष्कान्त शहरी एवं ग्रामीण संपत्तियों के प्रबंध नथा निपटान के संबंध में सहायक महाभिरक्षक के रूप में उन्हें सौपे गए कार्यों को करने के लिए बतौर सहायक महाभिरक्षक नियक्त करती है।

2. इससे अधिसूचना गं० 1(6)/93-बंदोबस्त (n) तारीख 21-11-1995 का अधिक्रमण हो जाता है।

[सं० 1(6)/93-बंदोबस्त (ग)] आरुण्स० आहुजा, अवर सचिव

## New Delhi, the 31st January, 1997

S.O. 680.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act. 1950 (Act No. 31 of 1950), the Central Government hereby appoints Shri Vijay Kumar, Joint Secretary in the Land and Building Department. Government of National Capital Territory of Delhi as Assistant Custodian General for the purpose of performing, in addition to his own duties as Joint Secretary, the functions assigned to him as Assistant Custodian General by or under the aforesaid Act. in respect of management and disposal of evacuee urban and rural properties and land situated in the National Capital Territory of Delhi.

2. This supersedes notification No. 1(6)/93-Settlement (C) dated 21-11-1995.

[No. 1(6)/93-Settlement (C)] R. S. AHUJA. Under Secv.

## नई दिल्ली, 31 जनवरी, 1997

का०आ० 681:—निष्कान्त संपत्ति प्रबंध अधिनियम, 1950 (1950 का अधिनियम 31) द्वारा महाभिरक्षक के रूप में मूझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, आग्रु०एस० मेटी, महाभिरक्षक एतद्द्वारा भूमि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार में संयुक्त सचिव तथा अधिसूचना सं० 1(6)/93-बंदोबस्त (ग) तारीख 31-1-97 के तह्त सहायक महाभिरक्षक के रूप में नियुक्त किए गए श्री विजय कुमार की महाभिरक्षक शी निम्नलिखित शक्तियों सौंपता है:—

- (i) उक्त अधिनियम की धारा 24 के अन्तर्गत अपीलें मुनने की प्राक्तियां,
- (ii) उक्त अधिनियम की धारा 27 के अंतर्गत संशोधन करने की गाँकियां.
- (iii) अधिनियम की धारा 10(2)(0) के अन्तर्गत किसी निष्यान्त संपत्ति के हस्तांतरण की मंजूरी देने की शक्तियां,
- (iv) निष्कान्त संपत्ति प्रबंध अधिनियम (केन्द्रीय) नियम, 1950 के नियम 30-क के अन्तर्गत मामलों को हस्तान्तरित करने की प्रक्तियों।
- 2 इसमें अधिमूचना मं० 1(6)/93-बंदोबस्त (घ) का अधिक्रमण हो जाता है।

[सं० 1 ( 6 ) / 93 – बंदोबस्त (घ)] आर०एस० सेटी, महाफिरक्षक

## New Delhi, the 31st Ianuary, 1997

S.O. 681.—In exercise of the powers conferred on me as Custodian General by Sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (Act No. 31 of 1950). I. R. S. Sethi, Custodian General, hereby delegate to Shri Vijay Kumar, Joint Secretary in the Land and Building Department, Government of National Capital Territory of Delhi appointed as Assistant Custodian General vide Notification No. 1(6)/93-Settlement (C), dated the 31st January, 1997 the following powers of the Custodian General:—

- (i) Powers under Section 24 of the said Act to hear appeals;
- (ii) Powers of revision under Section 27 of the said Act;
- (iii) Power of approval of transfer of any evacuee property under Section 10(2)(O) of the Act;
- (iv) Power of transfer of cases under Rule 30-A of Administration of Evacuee Property Act, (Central) Rules, 1950.
- 2. This supersedes notification No. 1(6)/93-Settlement(D) dated 27-11-1995.

[No. 1(6)/93-Settlement(D)] R. S. SETHI, Custodian General

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय,

(कार्मिक ग्रौर प्रशिक्षण विभाग)

### ग्रादेश

नई दिल्ली, 21 फरवरी, 1997

का. ग्रा. 682:—केन्द्रीय सरकार एतद्द्रारा दिल्ली विशेष पुलिस स्थापना ग्रिधिनियम, 1946 (1946 का ग्रिधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब सरकार की ग्रिधिमूचना सं. एस एस सी एस./97/42- चंडीगढ़ दि. 7-2-97 द्वारा प्राप्त पंजाब सरकार की महम्मित से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों ग्रीर ग्रिधिकारिता का विस्तारण निम्नलिखित ग्रिपराधों के ग्रान्येषण के लिए सम्पूर्ण पंजाब राज्य पर करती है:

- (क) भ्रष्टाचार निवारण श्रधिनियम, 1988 की धारा 13(2) के साथ पठित धारा 13 (1)(ई) के अन्तर्गत यथा दंडनीय श्री विक्रमजीत सिंह, श्राई. ए.एस. पंजाब द्वारा भपनी श्राय के ज्ञात साधनों में श्रधिक श्रनुपात में परिसम्पत्तियां श्रीजित करने से संबंधित श्रपराध।
- (स) उपर्युक्त वर्णित श्रपराधों में से किसी एक श्रथवा श्रधिक से संबंधित या संसक्त प्रयत्नों, दुष्प्रेरणों तथा थड़पंत्रों श्रौर वैसे ही संव्यवहार के श्रनुक्रम में किया गया कोई श्रन्य श्रपराध श्रथवा किए गए श्रन्य श्रपराध।

[सं. 228/12/97 ए.बी.डी.-]] हरी सिंह, श्रवर मचिव

# MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel and Training)

## ORDER

New Delhi, the 21st February, 1997

S.O. 682.—In exercise of the powers conferred by Sub-Section (1) of Section 5, read with Section 6, of the Delhi Special Police Establishment, Act, 1940 (Act No. 25 of 1946), the Central Government, with the consent of the Government of Punjab, vide notification No. SSCS/97/42-Chandigarh dated 7-2-97 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the state of Punjab for investigation of offences as under:—

- (a) Offences pertaining to the acquisition of assets disproportionate to the known sources of income owned by Sh. Bikramicet Singh, IAS Punjab as punishable u/s. 13(1) (c) read with Sec. 13(2) of Prevention of Corruption Act, 1988.
- (b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228|12|97-AVD:II] HARI SINGH, Under Secy.

#### स्रादेश

नई दिल्ली, 25 फरवरी, 1997

का. त्रा. 683:--केन्द्रीय सरकार एतदब्रारा दिल्ली विशेष पुलिस स्थापना श्रिधिनियम, 1946 (1946 का 25) की धारा 6 सपठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए पंजाब राज्य, सतर्कता विभाग की अधिसूचना सं. एस.एस.सी.एस./97/40, दिनांक 17 फरवरी, 1997 द्वारा प्राप्त पंजाब सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की गक्तियों और अधिकारिता का विस्तारण खेलकुद विभाग द्वारा पंजाब क्रिकेट मंध को मोहाली में लगभग 15 एकड़ सरकारी भूमि के हस्तां-तरण में संबंधित श्रपराधों तथा मरकार द्वारा प्रदान भूमि तथा निधियों के उपयोग में संबंधित किन्हीं श्रन्य मामलों तथा पूर्वोक्त श्रपराध से संबंधित या संसक्त प्रयत्न, दूष्प्रेषण तथा षडयंत्र संबंधित किसी अपराध तथा वैसे ही संव्यवहार के ग्रनक्रम में प्रथवा उपर्यक्त वर्णित मामले के संबंध में वैसे ही तथ्य ग्रथवा तथ्यों ने उद्भुत किसी भ्रपराध के भ्रन्वेषण के लिए संपूर्ण पंजाब राज्य पर करती है।

> [सं. 228/13/97-ए.वी.डी.II)] हरी मिंह, श्रवर संचिव

### ORDER

New Delhi, the 25th February, 1997

S.O. 683.—In exercise of the powers conferred by sub Section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the State of Puniab, Department of Vigilance vide Notification No. SSCS|97|40, dated 17th February, 1997, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Puniab for the investigation of the offences relating to transfer of about 15 acres of Government land in Mohali by the Sports Department to the Puniab Cricket Association, as also for any other matters connected with the utilisation of the land and the funds granted

by the Government and for any offence of attempt, abottment and conspiracy in relation to or in connection with the said offence committed in the course of same transaction or arising out of the same fact or facts in relation to the aforesaid matter.

[No. 228|13|97-AVD.II] HARI SINGH, Under Secy.

## श्रायकर महानिवेशक (छुट) का कार्यालय

कलकत्ता, 23 श्रक्तूबर, 1996 आयकर

का. था. 684.—सर्वसाधारण को एतदुद्वारा सृचित किया जाता है कि निम्नलिखित संगटन को, श्रायकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के के खण्ड (ii) के लिये श्रायकर नियम के नियम 6 के प्रधीन विहित प्राधिकारी द्वारा निम्नलिखित गर्तों पर "विश्वविद्यालय" के संवर्ग के श्रधीन श्रनुभोदित किया गया है :——

- (i) संगठन श्रनुसंधान कार्यों के लिये भ्रालग लेखा बहियां रखेगा।
- (ii) यह श्रपने वैज्ञानिक अनुसंधान संबंधी कार्यों का एक वार्षिक विश्वरण प्रत्येक विसीय वर्ष के लिये प्रत्येक वर्ष के 31 मई तक, सचिव, वैज्ञानिक व श्रीक्योगिक श्रनुसंधान विभाग, प्रौद्योगिकी भवन, न्यू मेहरोली रोड, नई दिल्ली-110016, को भेजेगा, श्रीर
- (iii) यह प्रत्येक वर्ष के 31 प्रक्तूबर तक लेखा-परीक्षित वाषिक लेखा की प्रति (क) आयकर महानिदेशक (छूट), (ख) सचिव, वैज्ञानिक तथा श्रौद्योगिक अनुसंधान विभाग श्रौर (ग) भायकर आयुक्त/आयकर महानिदेशक (छूट) जिनके क्षेत्राधिकार में उक्त संगठन पड़ता है श्रौर आयकर अधिनियम, 1961 की धारा 35(1) में दी गई रिसर्च किया गया संबंधित छूट के बारे में लेखा-परीक्षित भाय-क्यय हिसाब को भी प्रस्तुत करेगा।

संगठन का नाम: तिमलनाडु भिटनारी एण्ड अनिमल सांइसेस युनिवर्सिटी, भीपरी हाई रोड, महास-600007.

यह प्रधिसूचना विनांक 1-4-95 से 31-3-98 तक की प्रविध के लिये प्रभावी है।

टिप्पणी: 1. उपर्यक्त मार्त (1) "संघ" जैसा संवर्ग के लिये लागू नहीं होगा।

2. संगठन को सुझान दिया जाता है कि वे अनुमोदन की अवधि बढ़ाने के लिये आयकर आयुक्त श्रीयकर निदेशक (खूट) जिनके क्षेत्राधिकार में संगठन पड़ता है के माध्यम से आयकर महानिदेशक (खूट), कलकता को तीन प्रतियों में आवेदन करें, अनुमोदन की अवधि

बढ़ाने के संबंध में किये श्रावेदन-पन्न की छः प्रतियां विभाग को प्रस्तुत करना है।

[संख्या : 1668(एफ.सं.म.नि./म्रा.क.(खूट)/कल/ टो. एन-42/35(1)(ii)]

मुकेश कुमार, अपर निर्देशक (ग्रायकर)

OFFICE OF THE DIRECTOR GENERAL OF INCOME TAX (EXEMPTIONS)

Calcutta, the 23rd October, 1996

#### INCOME TAX

S.O. 684.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income fax Act, 1961 under the category "University" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific and Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific and Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961.

## NAME OF THE ORGANISATION

Tamilnadu Vaterinary and Animal Sciences University, Vepery High Road, Madras-600007.

This Notification is effective for the period from 1-4-95 to 31-3-98.

Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.

(2) The organisaiton is advised to apply in triplicates and well in advance for further extension of the of the approval, to the Director General of Income Tax (Exemptions). Calcutta through the Commissioner of Income-tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary Department of Scientific and Industrial Research.

[No. 1668/F. No. DG/IT(E)|CaL|TN-42|35(1)(ii)]

MUKESH KUMAR, Addl. Director

कलकता, 25 **अक्तूबर, 199**6

#### आयकर

का. मा. 685.—सर्वसाधारण को एतद्क्षारा सृचित किया जाता है कि निम्नलिखित संगठन को, श्रायकर श्रीधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के लिये आयकर नियम के नियम 6 के श्रधीन विहित श्रीधिकारी

द्वारा निम्नलिखित मर्सो पर ''संस्थान'' के संवर्ग के श्रधीन श्रनुमोदिन किया गया है :---

- (1) संगठन अनुसंधात कार्यों के लिये अलग लेखान बहियां रखेगा।
- (2) यह अपने वैशानिक अनुसंधान संबंधी कार्यों का एक बापिक विवरण प्रत्येक विक्तीय वर्ष के लिये प्रत्येक वर्ष के 31 मई तक सचिव, वैशानिक व श्रौधोगिक अनुसंधान विभाग, प्रौद्योगिकी भवन न्यु मेहरोली रोड, नई दिल्ली 110016 को भेजेगा, श्रौर
- (3) यह प्रत्येक वर्ष के 31 श्रक्तूबर तक लेखापरिक्षित वाषिक लेखा की प्रति (क) श्रायकर महानिदेशक
  (छूट) सचिव वैज्ञानिक तथा भौद्योगिक श्रनुसंधान
  विभाग श्रीर (ग) श्रायकर श्रायुक्त /श्रायकर महानिदेशक
  (छूट) जिनके क्षेत्राधिकार में उक्त संगठन पड़ता है श्रीर
  ग्रायकर श्रिधिनियम, 1961 की धारा 35(1) में दी
  गई रिसर्च किया गया संबंधित छूट के बारे में लेखापरिक्षित श्राय-व्यय हिसाब को भी प्रस्तुत करेगा।

## संगटन का नाम :

इंडियन रिसर्च इंस्टीटयुट फोर इण्टोग्रेटेड मेडिसिन (ब्राई.ब्रार.ब्राई.ब्राई. एम.) मौरीग्राम स्टेशन परा, पी. ब्रो. ब्रॉनसानी (ब्रन्दुल-मौरी), डिस्ट. हावडा-711302

यह ग्रधिसूचना दिनांक 29-3-96 से 31-3-98 तक की ग्रवधिक लिये प्रशायी है।

टिप्पणी: 1. उपर्यक्त सर्त (1) "संघ" जैसा संवर्ग के लिये लागु नहीं होगा।

2. संगठन को सुझाय दिया जाता है कि वे अनुमोदन की अविध बढ़ाने के लिये आयकर आयुक्त/आयकर निदेशक (धूट) जिनके क्षेत्राधिकार में संगटन पढ़ता है के माध्यम से आयकर महानिदेशक (छूट) कलकत्ता को तीन प्रतियों में आयवेदन करें, अनुमोदन की अविध बढ़ाने के संबंध में किये आवेदन-पन्न को छः प्रतियां सचिव, वैज्ञानिक व औंद्योगिक अनुसंधान विभाग को प्रस्तुत करना है।

[संख्या : 1669/एफ .सं. म.नि./मा.क.(छूट) कल/डब्ल्य् .बी/56-35(1)(2)]

मुकेश कुमार, श्रपर निर्देशक

Calcutta, the 25th October, 1996

#### INCOME TAX

- S.O. 685.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income Tax Act, 1961 under the category "Institution" subject to the following conditions
  - The organisation will maintain separate books of accounts for its research activities;

- (ii) It will furnish the Annual Return of its scentific research activities to the Secretary, Department of Scientific and Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific and Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961.

NAME OF THE ORGANISATION Indian Research Institute for Integrated Medicine (IRHM), Mourigram Station Para,

P.O. Unsani (Andul-Mouri), Dist.-Howrah-711302.

This Notification is effective for the period from 29-3-96 to 31-3-98.

Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.

(2) The organisaiton is advised to apply in triplicates and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions), Calcutta through the Commissioner of Income-tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific and Industrial Research.

[No. 1669/F. No. DG/IT(E)/Cal.|WB-56|35(1)(ii)] MUKESH KUMAR, Addl. Director.

कलकत्ता, 9 दिमम्बर, 1996

### ग्रायकर

का.आ. 686.—सर्वसाधारण को एतद्क्षारा सूचित किया जाता है कि निम्नलिखित संगठन को, श्रायकर प्रधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (2) के लिए आयकर नियम के नियम 6 के श्रधीन विहित प्राधिकारी द्वारा निम्नलिखित मतौँ पर "मंस्थान" के मंदर्ग के श्रधीन अनुगोदित किया गया है :——

- (1) संगठन श्रनुसंधान कार्यों के लिए श्रलग लेखा बहियां रखेगा।
- (2) यह श्रपने वैज्ञानिक श्रनुसंधान संबंधी कार्यों का एक वार्षिक विवरण प्रत्येक वित्तीय वर्ष के लिए प्रत्येक वर्ष के 31 मई तक सचिब, वैज्ञानिक व श्रीधोगिक श्रनुसंधान विभाग, ''प्रोद्यो-गिकी भवन'' न्यू महरौली रोड़, नई दिल्ली-110016 को भेजेगा, और
  - (3) यह प्रत्येक वर्ष के 31 अक्टूबर, तक लेखा-परीक्षित वार्षिक लेखा की प्रति (क) आयकर महानिदेशक (छूट), (ख) सचिव बजानिक तथा श्रीद्योगिक अनुसंधान विभाग श्रीर (ग) आयकर

श्रायुक्त/त्रायकर महानिर्देशक (छूट) जिनके क्षेत्रा-धिकार में उक्त संगठन पड़ता है ग्रौर श्रायकर अधिनियम, 1961 की धारा 35 (1) में दी गई रिसर्च किया गया संबंधित छूट के बारे में लेखा-परीक्षित श्राय-व्यय हिसाब को भी प्रस्तुत करेगा।

संगठन का नाम

के.के. बिरला एकाडेमी,
सूर्या किरण बिल्डिंग,
पांचवीं मंजिल,

19, कस्तूरबा गांधी मार्ग,
नई दिल्ली-110001

यह अधिसूचना दिनांक 1-4-96 से 31-3-97 तक की अवधि के लिए प्रभावी है।

- टिप्पणी : 1. उपर्यक्त शर्त (1) "संव" जैसा संवर्ग के लिए लागू नहीं होगा ।
  - 2. संगठन को मुझाव दिया जाता है कि वे अनुमोदन की अविधि बढ़ाने के लिए आयकर आयुक्त/आयकर निर्देशक (छूट) जिनके क्षेत्र-धिकार में संगठन पड़ता है के माध्यम से आयकर महानिर्देशक (छूट), कलकत्ता को तीन प्रतियों में आवेदन करें, अनुमोदन की सविधबढ़ाने के संबंध में किए आवेदन-पत्न की विभाग को प्रस्तुत करना है।

[संख्या : 1670 (एक. सं म.नि./ग्रा.क.(छुट)/एन.डी.-52/35/(1)(2)/90] मुकेश कुमार, ग्रयर निदेशक

## Calcutta, the 9th December, 1996 INCOME TAX

S.O. 686.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income Tax Act, 1961 under the category "Institution" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific and Industrial Research, Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific and Industrial Research, and (c) Commissioner of Income Tax Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961.

#### NAME OF THE ORGANISATION

K. K. Birla Academy, Surya Kiran Building, 5th Floor, 19, Kasturba Gandhi Marg, New Delhi-110001.

This Notification is effective for the period from 1-4-96 to 31-3-97.

- Notes.—(1) Condition (1) above will not apply to organisations categorised as associations,
  - (2) The organisation is advised to apply in triplicate and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions), Calcutta through the Commussioner of Income-tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific and Industrial Research.

[No. 1670/F. No. DG/IT(E)/ND-52/35(1)(ii)/90] MUKESH KUMAR, Addl. Director

## कलकत्ता, 12 दिसम्बर, 1996

#### **म्रा**यकर

का.आ. 687.—सर्वसाधारण को एतद्द्वारा सूचित किया जाता है कि निम्नलिखित संगठन की, श्रायकर श्रधि-नियम, 1961 की धारा 35 की उपधारा (1) के खंड (2) के लिए ग्रायकर नियम के नियम 6 के ग्रधीन बिहित प्राधिकारी द्वारा निम्नलिखित गर्तों पर "सँस्थान" के संवर्ग के ग्रधीन श्रनुमोदित किया गया है :—

- (1) संगठन श्रनुसंधान कार्यों के लिए श्रलग लेखा-बहियां रखेगी।
- (2) यह प्रपने वैज्ञानिक श्रनुसंधान संबंधी कार्यों का एक वार्षिक विवरण प्रत्येक वित्तीय वर्ष के 31 मई तक सचिव वैज्ञानिक व श्रीद्योगिक श्रनुसंधान विभाग, "प्रोद्योगिको भवन" न्यू महरौली रोड़, नई विल्ली-110016 की भेजेगा; श्रीर
- (3) यह प्रत्येक वर्ष के 31 प्रक्तुषर तक लेखापरीक्षित वार्षिक लेखा की प्रति (क) भ्रायकर
  महानिदशक (छूट), (ख) सचिव वैज्ञानिक
  तथा श्रीद्योगिक श्रनुसंधान विभाग ग्रौर (ग)
  ग्रायकर श्रायुक्त /श्रायकर महानिदेशक (छूट)
  जिनके क्षेत्राधिकार में उक्त संगठन पड़ता है
  ग्रीर आयकर श्रिधिनियम, 1961 की धारा 35
  (1) में दी गई रिसर्च किया गया संबंधित छूट
  के बारे में लेखा-परीक्षित ग्राय-ठ्यय हिसाब को
  भी प्रस्तुन करेगा।

संगठन का नाम वेद्यणाला नरानपुर रेलवे कांसिंग, ग्रहमदाबाद-380013

यह प्रधिसूचना दिनांक 1-4-95 से 31-3-98 तक की भवधि के लिए प्रभावी है।

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टिप्पणी : 1. उपर्युक्त शर्स (1) "मंघ" जैसा संघर्ग के लिए लागु नहीं होगा ।

2. संगठन को सुझाब दिया जाता है कि वे अनुमोदन की अवधि बढ़ाने के लिए श्रायकर श्रायुक्त/श्रायकर निर्देशक (छूट) जिनके क्षेत्राधिकार में संगठन पड़ता है के माध्यम से श्रायकर महानिर्देशक (छूट), कलकत्ता को तीन प्रतियों में श्रावेदन का अनुमीदन की श्रवधि बढ़ाने के संबंध में किए श्रावेदन पत्र की विभाग को प्रस्तुत करना है।

[संख्या : 1671 (एफ. सं. म.नि./ग्रा.क. (छूट)/जी.-32/35(1)(ii)/90)]

मुकेण कुमार, श्रपर निदेशक

Calcutta, the 12th December, 1996

#### INCOME TAX

S.O. 687.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income Tax Act. 1961 under the category "Institution" subject to the following conditions:—

- The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnsh the Annual Return of its scinctific research activities to the Secretary. Department of Scientific and Industrial Research, 'Fechnology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific and Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961.

NAME OF THE ORGANISATION

#### **VEDHSHALA**

Naranpura Rlv. Crossing, Ahmedabad-380013.

This Notification is effective for the period from 1-4-95 to 31-3-98.

- Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.
  - (2) The organisation is advised to apply in triplicates and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions), Calcutta through the Commissioner of Income-tax (Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific and Industrial Research.

[No. 1671 F. No. DG TT(E) /G-32/35(1) (ii) /90] MUKESH KUMAR, Addl. Director

## कलकत्ता, 10 दिसम्बर, 1996

#### ग्रायकर

का.मा. 688 ---सर्वसाधारण को एतद्द्वारा सूचित किया जाता है कि निम्निलिखत संगठन की, प्रायक्तर प्रधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के लिए श्रायकर नियम के नियम 6 के अधीन विहित प्राधिकारी द्वारा निम्निलिखित णतौँ पर "संस्थान" के संवर्ग के श्रधीन श्रनुमौदित किया गया है:--

- (i) संगठन स्नत्संधान कार्यों के लिए अलग लेखा बहियां रखेगा।
- (ii) यह प्रपने वैज्ञानिक श्रनुसंधान संबंधी कायों का एक वार्षिक विवरण प्रत्येक वित्तीय वर्ष के लिए प्रत्येक वर्ष के 31 मई तक सचिव, वैज्ञानिक व ग्रीधोगिक श्रनुसंधान विभाग, प्रौद्योगिकी भवन" न्यू मेहरोली रोड, नई दिल्ली-110016 की भेजेगा, श्रौर
- (iii) यह प्रत्येक वर्ष के 31 अक्टूबर तक लेखा-परीक्षित वार्षिक लेखा की प्रति (क) प्रायकर महानिर्देशक (छूट), (ख) सचिव वैज्ञानिक तथा औद्योगिक अनुसंधान विभाग और (ग) प्रायकर भ्रायुक्त/भ्रायकर महानिर्देशक (छूट) जिनके क्षेत्राधिकार में उक्त संगठा पड़ता है और श्रायकर भ्रधिनियम 1961 की धारा 35(1) में दी गई रिसर्च किया कलाप संबंधित छूट के बारे में लेखा-परीक्षित भ्राय-व्यय हिमान को भी प्रस्तुत करेगा।

मंगठन का नाम : इंडियन कैंसर सोसाइटी, सोलापुर, 8389/2-बी, रेलबे लाईन्स, मोलापुर-

यह श्रधिसूचना दिनांक 1-4-96 मे 31-3-99 तक की श्रविध के लिए प्रभावी है।

टिप्पणी: 1 उपर्युक्त भर्त (1) "संय" जैसा संवर्ग के लिए लागु नहीं होगा।

2. संगठन को सुझाव दिया जाता है कि वे प्रान्मोदन की अविध बढ़ाने के लिए आयकर आयुक्त/आयकर निर्देशक (छूट) जिनके क्षेत्राधिकार में संगठन पड़ता है के माध्यम मे आयकर महानिर्देशक (छूट), कलकत्ता को तीन प्रतियों में आवेदन करें, अनुमोदन की अविध बढ़ाने के संबंध में किए आवेदन-पत्न की विभाग को प्रस्तुत करना है।

[सं. 1672/एफ.सं.म.नि./श्रा.क. (छूट) /एम-9/35(1) (ii) /(89)] मकेण कुमार, अपर निदेशक

Calcutta, the 10th December, 1996

### INCOME TAX

S.O. 688.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1)

of Section 35 of the Income Tax Act, 1961 under the category "Institution" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnish the Annual Return of its srientific research activities to the Secretary. Department of Scientific and Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Extmptions), (b) Secretary, Department of Scientific and Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961.

#### NAME OF THE ORGANISATION

Indian Cancer Society, Solapur, 8389/2-B, Railway Lines, Solapur-413001.

This Notification is effective for the period from 1-496 to 31-3-99.

Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.

(2) The organisation is advised to apply in triplicates and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions), Calcutta through the Commissioner of Income-tax Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific and Industrial Research.

[No. 1672/F. No. DG/f1(E)/M-9 '35(1)(ii) '89] MUKESH KUMAR, Addl. Director

कलकत्ता, 10 दिसम्बर, 1996

#### भ्रायकर

का आ . 689. — सर्वसाधारण को एतद्द्वारा सूचित किया जाता है कि निम्नलिखित संगठन को आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के लिए आयकर नियम के नियम 6 के अधीन विहित प्राधिकारी दारा निम्नलिखित आर्ती पर "संध" के संवर्ग के अधीन अनुमोदित किया गया है:—

- (i) संगठन अनुसंधात कार्यों के लिए ग्रलग लेखा बहियां रखेगा।
- (ii) यह अपने वैज्ञानिक अनुमंधान संबंधी कार्यों का एक वार्षिक विवरण प्रत्येक विलीय वर्ष के लिए प्रत्येक वर्ष के 31 मई तक सचिव, वैज्ञानिक व औद्योगिक अनुसंधान विभाग; ''प्रौद्योगिकी भवन'' न्यू महरौली रोड, नई दिल्ली-110016 को भेजेगा, श्रीर
- (iii) यह प्रत्येक वर्ष के 31 श्रक्ट्बर तक लेखा-परीक्षित वाधिक लेखा की प्रति (क) श्रायकर महानिदेशक (छूट) (ख) सचिव वैज्ञानिक तथा श्रीद्योगिक श्रनुसंधान विभाग श्रीर (ग) श्रायकर श्रायुक्त/श्रायकर महानिदेशक (छूट) जिनके

क्षेत्राधिकार में उका संगठन पड़ता है ग्रीर श्रायकर ग्रिध-नियम, 1961 की धारा 35(1) में वी गई रिसर्च किया कलाप संबंधित छूट के बारे में लेखा-परीक्षित श्राय-व्यय हिमाब को भी प्रस्तुत करेगा।

संगठन का नाम . फुलूईड कन्ट्रोल रिसर्च इंस्टीट्यूट, कंजीकोड वेस्ट, पालघाट, केरल-678623

यह अधिमुचना दिनांक 1-4-96 से 31-3-99 नक की अवधि के लिए प्रभावी है।

दिष्णणी 1. उपर्युक्त गर्त (1) " संघ" जैसा संवर्ग के लिए लागु नहीं होगा।

2. संगठन को सुझाव दिया जाता है कि वे श्रनुमोदन की श्रवधि बढ़ाने के लिए श्रायकर श्राय्वत/ श्रायकर निर्देशक (छूट) जिन के क्षेत्राधिकार में संगठन पड़ता है के माध्यम से श्रायकर महा-निर्देशक (छूट), कलकत्ता को तोन प्रतियों में स्रावेदन करें, स्रनुमोदन की श्रवधि बढ़ाने के संबंध में किए श्रावेदन-पत्र को विभाग को प्रस्तुत करना है।

[सं.1673/एफ.सं.म.नि./श्रा.क.(छूट)/के-4/35(1)(ii)/89] मुकेश कुमार, आर निदेशक

Calcutta, the 10th December, 1996

#### INCOME TAX

S.O. 689.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of section 35 of the Income Tax Act, 1961 under the category "Association" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for the research activities;
- (ii) It will furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan,' New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year: &
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific & Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of section 35 of Income Tax Act, 1961.

## NAME OF THE ORGANISATION

Fluid Control Research Institute, Kanjikode West, Palghat, Kerala-678623.

This Notification is effective for the period from 1-4-96 to 31-3-99.

Notes.—(1) Condition (1) above will not apply organications categorised as associations.

(2) The organisation is advised to apply in triplicate and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions). Calcutta through the Commissioner of Income tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary. Department of Scientific & Industrial Research.

[No. 1673/F, No. DG/TT(E)/K-4|35(1)(ñ)|89] MUKESH KUMAR, Addl. Director.

कलकत्ता, 16 विसम्बर, 1996

#### भायकर

का, या. 690 सर्वसाधारण को एतव्दारा सूचित किया जाता है कि निम्नलिखित संगठन को, यायकर अधिनियम. 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के लिए यायकर नियम के नियम 6 के प्रधीन विहित प्राधिकारी द्वारा निम्नलिखित भर्ती पर "संस्थान" के संवर्ग के प्रधीन अनुमोदित किया गया है.——

- (i) संगठन अनुसंधान कार्यों के लिए अलग लेखा बहियां रखेगा।
- (ii) यह अपने वैज्ञानिक अनुसंधान संबंधी कार्यों का एक वर्षिक विवरण प्रत्येक विश्वीय वर्ष के लिए प्रत्येक वर्ष के 31 मई तक सचिव, वैज्ञानिक व औद्योगिक अनुसंधान विभाग, ''प्रौद्योगिकी भवन'', न्यू मेहरोली रोड, नई विल्ली-110016 को भेजेगा, और
- (iii) यह प्रत्येक वर्ष के 31 अक्टूबर तक लेखा-परीक्षित वार्षिक लेखा की प्रति (क) ग्रायकर महानिदेशक (छूट), (ख) सचिव वैज्ञानिक तथा औद्योगिक अनुसंधान विभाग ; और (ग) भ्रायकर ग्रायुक्त/श्रायकर महानिदेशक (छूट) जिनके क्षेत्राधिकार में उक्त मंगठन पड़ता है और ग्रायकर श्रधिनियम, 1961 की धारा 35(1) में दी गई रिसर्च किया गया संबंधित छूट के बारे में लेखा-परीक्षित ग्राय-व्यय हिसाब को भी प्रस्तुत करेगा।

संगठन का नाम : जससोक, हॉस्पीटल एण्ड रिसच सेन्टर. 15, डा. देशमुख मार्ग, मुम्बई-400026

यह श्रिधसूचना दिनांक 1~4-96 से 31-3-99 तक की अवधि के लिए प्रभावी है।

- टिप्पणी 1 उपर्युक्त शर्त (1) "संघ" जैसा संवर्ग के लिए लागू नहीं होगा।
  - संगठन को सुझाब दिया जाता है कि वे अनुपोदन की श्रवधि बढ़ाने के लिए

भायकर भायका भायकर निर्देशक (छूट) जिनके **दोलाधिकार** संगठन पडता माध्यम श्रायकर महानिर्देशक (छ्ट), कलकत्ता को तीन प्रतियों में प्रावेदन करें, प्रमुमोदन की श्रवधि बढाने के संबंध में किए श्रावेदन-पत की छः प्रतियां सचिव, वैशानिक व औद्योगिक विभाग को प्रस्तुत करना है।

[सं. 1674 /एफ. सं. म. नि./भा.क. (छृट)/कल/एम-35/35 (1)(ii)]

मुकेश कुमार, श्रपर निदेशक

## Calcutta, the 16th December, 1996 INCOME-TAX

S.O. 690.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of section 35 of the Income Tax Act, 1961 under the category "Institution" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, Technology Bhawan, New Mehrauli Road, New Delhi-110016 for every financial year by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific & Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of section 35 of Income Tax Act, 1961.

## NAME OF THE ORGANISATION

Joslok Hospital & Research Centre, 15, Dr. G. Deshmukh Marg, Mumbai-400026.

This Notification is effective for the period from 1-4-96 to 31-3-99.

- Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.
- (2) The organisation is advised to apply in tripricate and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions). Calcutta through the Commissioner of Income tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific & Industrial Research.

[No. 1674/F, No. DG/TT(E)/CAL/M-35/35(1)(ii)]

MUKESH KUMAR, Addl, Director.

## कलकत्ता, 30 जनवरी, 1997

#### ग्रायकर

का० आ० 691.—सर्वसाघारण को एतद्द्वारा सूचित किया जाता है कि निम्नलिखित संगठन को, आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के लिए धायकर नियम के नियम 6 के घ्रधीन विद्युत प्राधिकारी द्वारा निम्नलिखित शर्तों पर "संस्थान" के संवर्ग के प्रधीन अनुमोदित किया गया है:----

- (i) संगठन अनुसंधान कार्यों के लिए श्रलग लेखा बहियां रखेगा।
- (ii) यह श्रपने वैज्ञानिक श्रनुसंघान संबंधी कार्यों का एक वार्षिक विवरण प्रत्येक वित्तीय वर्ष के लिए प्रत्येक वर्ष के 31 मई तक सचिव, वैज्ञानिक व श्रीचोगिक श्रनुसंघान विभाग, ''प्रोचोगिको भवन'' न्यू मेहरौली रोड, नई दिल्ली-110016 को भेजेंगा, श्रीर
- (iii) यह प्रत्येक वर्ष के 31 अक्टूबर तक लेखा-परीक्षीत वार्षिक लेखा की प्रति (क) भायकर महानिदेशक (छूट), (ख) सिवंद, वैज्ञानिक तथा श्रीक्षीगिक अनुसंधान विभाग भीर (ग) आयकर आयुक्त/आयकर महानिदेशक (छूट) जिनके क्षेत्राधिकार में उक्त संगठन पड़ता है श्रीर भायकर प्रधिनियम, 1961 की धारा 35(1) में दी गई रिसर्च किया गया संबंधित छूट के बारे में लेखा-परीक्षीत श्राय-व्यय हिसाब को भी प्रस्तुत करेगा।

संगठन का नःम : बौत फाउण्डेशन ट्रस्ट, 95, ग्रगस्त कांन्ति मार्ग, मुम्बई-400036.

यह प्रधिसूचना दिनांक 31-7-96 से 31-3-99 तक की अवधि के लिए प्रभावी है।

टिप्पणी:--1 उपर्युक्त शर्त (1) "संघ" जैसा संवर्ग के लिए लागू नहीं होगा।

2. संगठन को सुझाय दिया जाता है कि वे अनुमादन की अवधि बढ़ाने के लिए धायकर आयुक्त/आयकर निदेशक (छूट) जिन के क्षेत्राधिकार में संगठन पड़ता है के माध्यम से आयकर महानिदेशक (छूट), कलकत्ता का तीन प्रतियों में आवेदन करें, धनुमोदन की अवधि बढ़ाने के संबंध में किए धावेदन-पव की छः प्रतियों सचिव, वैज्ञानिक तथा औद्योगिक अनसंधान विभाग को प्रस्तुत करना है।

[संदया : 1675/एफ०सं०म०नि०/झा०क० (छूट)/कल/एम 197/35(1)(ii)] मकेण कमार, श्रपर महानिदेशक

## Calcutta, the 30th January, 1997

#### INCOME-TAX

S.O. 691.—It is hereby notified for general information that the organisation mentioned below has been approved by the Prescribed Authority under Rule 6 of the Income Tax Rules, for the purposes of clause (ii) of sub-section (1) of section 35 of the Income Tax Act, 1961 under the category "Institution" subject to the following conditions:—

- (i) The organisation will maintain separate books of accounts for its research activities;
- (ii) It will furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan,' New Mehrauli Road, New Delhi-110016 for every financial by 31st May of each year; and
- (iii) It will submit to the (a) Director General of Income Tax (Exemptions), (b) Secretary, Department of Scientific & Industrial Research, and (c) Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, by the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research act vities for which exemption was granted under sub-section (1) of section 35 of Income Tax Act, 1961.

#### NAME OF THE ORGANISATION

Baun Foundation Trust, 95, August Kranti Marg, Mumbai-400036.

This Notification is effective for the period from 31-7-96 to 31-3-99.

Notes.—(1) Condition (1) above will not apply to organisations categorised as associations.

(2) The organisation is advised to apply in triplicates and well in advance for further extension of the approval, to the Director General of Income Tax (Exemptions). Calcutta through the Commissioner of Income tax/Director of Income Tax (Exemptions) having jurisdiction over the organisation. Six copies of the application for extension of approval should be sent directly to the Secretary, Department of Scientific & Industrial Research.

[No. 1675/F. No. DG/IT(E)/CAL|M-197|35(1)(ii)] MUKESH KUMAR, Addl. Director

वित्त मंत्रालय

(राजस्य विभाग)

ग्रायुक्त कार्यालय केन्द्रीय उत्पाद एवं सीमा शुल्क

कानपूर, 24 फरवरी, 1997

सीमा शुरुक

का०श्रा० 692 :-सीमा शुल्क ग्राधिनियम, 1962 की, धारा 152 के खण्ड (क) के ग्रन्नंगत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा जारी ग्रिधिसूचना संख्या 33/94-सीमा-शुल्क (ग्रिधिसूचना दिनांक 01 जुलाई 1994 के द्वारा प्रदत्त ग्रिधिकारी का प्रयोग करते हुए, ग्रधी-इस्ताक्षरी में एम०सी० कौल, श्रायुक्त केन्द्रीय उत्पाद एवं सीमा-शुल्क एसद्वारा, उत्तर प्रदेश के मंथुरा जिले के छत्ता तहसील के गांव कोटवन को सीमा-शुल्क ग्रिधिनियम की धारा 9 के ग्रन्तगंत 100% ई०ग्रो०यू० व्यवस्थित करने के

उद्देश्य से एक मालगोदाम स्थापित किये जाने की घोषणा करता हुं।

> [अधितूचना सं० 01/97-कस्टम (एन०टी०)पत्नःवली सं० 8(40)40-कस्टम/ई०स्रो०यू०/सेमकीन/94] एम०सी० कौल, स्रायुक्त

### MINISTRY OF FINANCE

(Department of Revenue)

(Office of the Commissioner, Central Excise) Kanpur, the 24th February, 1997

#### **CUSTOMS**

S.O. 692.—In exercise of the power delegated to the undersigned vide Notification No. 33/94-CUS(NT), dated the 1st July, 1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under Clause (a) of Section 152 of the Customs Act, 1962, I, M. C. Kaul, Commissioner of Customs and Central Excise, Kaupur hereby declare Village Kotvan, Tehsil Chatta, District Mathura in the State of Uttar Pradesh to be a warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up of 100 per cent E.O.U.

[Notification No. 01/97-CUSTOMS(NT)/F. No. VIII(40) 40-CUS/E.O.U./SHAMKEN/94] M. C. KAUL, Commissioner

## ग्रावेश

नई दिल्ली, 25 फरवरी, 1977

## स्टाम्प

का. श्रा. 693 — भारतीय स्टाम्प श्रिधिनयम, 1899 (1899 का 2) की धारा की उपधारा (1) के खंड (ख) द्वारा प्रवक्त भिक्तयों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्बारा मैं. श्रंसल हाउसिंग एंड कंस्ट्रबंशन लि., नई दिल्ली को तीन लाख पमहस्तर हजार रु. का समेकित स्टाम्प गुल्क भ्रदा करने की श्रमुमित देती है जो कि उक्त कम्पनी द्वारा जारी किए जाने वाले केंद्रर पांच करोड़ रु. के कुल मूल्य के सौ-सौ रु. के सममूल्य वाले 1 से 5,00,000 तक की विशिष्ट संख्या वाले 5,00,00%— 17% मुरक्षित श्रपरिवर्तनीय ऋणपत्रों पर स्टाम्प गुल्क के कारण प्रभार्य हैं।

[सं. 4/97—स्टाम्प--फा. सं. 15/3/97— एस टी] एस. कुमार, श्रवर सचिव

#### ORDER

New Delhi, the 25th February, 1997 STAMPS

S.O. 693.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Ansal Housing and Construction Limited, New Delhi to pay consolidated stamp duty of rupees three

lakh seventy five thousand only chargeable on account of stamp duty on 5,00,000—17% Secured Non-Convertible Debentures bearing distinctive numbers from 1to 5,000,000 of the face value of rupees one hundred each at par of the aggregate value of rupees tive crores only to be issued by the said company.

[No. 4/97-Stamp—F. No. 15/3/97—ST]
S. KUMAR, Under Secy.

## वाणिज्य मंत्रालय

नई दिल्ली, 10 जनवरी, 1997

का. था. 694.—केन्द्रीय सरकार, राजभाषा (संघ के शास-कीय प्रयोजनों के लिए प्रयोग), नियम, 1976 के नियम 10 के उपनियम (4) के श्रनुसरण में वाणिज्य मंत्रालय के श्रन्तगंत श्राने वाले निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत में श्रिधक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है श्रिधसूचित करती है:——

- विकास श्रायुक्त का कार्यालय कोचिन निर्यात संसाधन क्षेत्र (सेप्स) भारत सरकार, वाणिज्य मंत्रालय कोचिन-682030 (केरल)
- 2. खेलकूद सामग्री निर्यात संवर्धन परिषद्, दूसरी मंजिल,  $1-\frac{1}{2}$ , हांडेवालान एक्सटेशन नं. 1, नई दिल्ली-110055

[सं. ई-11013/1/93 हिन्दी]

राम कुमार कलोरिया, निदेशक (रा. भा.)

#### MIN.STRY OF COMMERCE

New Delhi, the 10th January, 1997

S.O. 694—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (Use of Official Purposes the Union), Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Commerce whereof more than 80% staff have acquired working knowledge of Hindi:

- Office of the Development Commissioner. Cochin Export Processing Zone. Government of India, Ministry of Commerce Cochin-682030 (Kerala)
- Sports Goods Export Promotion Council IInd Floor, 1-E/6, Jhandewalan Ext. No. 1. New Deihi-110055.

[No. E-11013/1/93-Hindi]

R.K. CALORIYA Director .O.L.)

## नागरिक पूर्ति, उपभोक्ता मामले श्रौर सार्वजनिक वितरण मंद्रालय (नागरिक पूर्ति विभाग)

## (गागारक पूर्त (वनाग) भारतीय मानक ब्यूरो

नई दिल्ली, 26 फरवरी, 1997

का.श्रा. 695.──भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के श्रनुसरण में भारतीय मानक ब्यूरो एतव्द्वारा नीचे श्रनुस्ची में दिये गये उत्पादों के मृहरांकन फीस श्रधिस्चित करता हैं:~─ श्रनुसूची

भारतीय मानक सं .	भाग स्रनुभाग	वर्ष	<b>गीर्पक</b>	डकार् <u>ष</u>	इकाई दर	प्रचालन तिथि	
1	<u></u>	2	3	3 4		6	
01146		81	सीसा एसिड संग्राही बैंटरी के लिये र <b>ब</b> ड़ भ्रौर प्लास्टिक के धारक	एक प्रदद	0.150	950217	
03148		91	स्लाइड फास्टनर्स	100 किग्रा	10.000	950310	
04158		85	टोस जड़े हुए प्रकार के विजली के तापन एलीमेंट	एक एसीमेंट	1.000	950324	
05133	02	69	बिजली के उपांगों के लिये संलग्न बाक्स	एक स्रदद	0.010	950217	
05245	,	71	तार के रस्सों को गुंथ कर जोड़ने का तरीका	एक टन	100.000	950911	
05470		69	डाई-कैंस्शियम फास्फेट पशुग्राहार ग्रेड	एक टन	10.000	950315	
06030		71	सोडियम प्रोपियोनेट खाच ग्रेष्ट	एक इकाई	0.300	950501	
06946		73	बिजली लगाने के भानम्य भौर नम्य चालक (बिना धातु के)	एक मीटर	0.250	950217	
07084		73	बिजली के कार्यों के लिये बिट्रमन ऋ <b>ध</b> ारित∙ महाता	एक टन	30.000	950118	
07173		89	खांचेदार सिरे बाले पाने टोंटी के पेंच	एक किया	0.250	950929	
08255		76	मोटर वाहनों के लिये नम्य भार वाहन के लिये पोलयूरेबीन फोम	एक किग्रा	0.500	950701	
08471		77	एसीटीपलीन जेनेरेटर भाग 1 अल्प दान श्रचल पानी के कार्बाइड और कार्बाइड पानी के प्रकार के	एक जेनेरेटर	2000.00	950217	
09206		79	सामान्य लैम्पों के लिये बायोनट लैम्प	100 म्रदद	0.000	950331	
07408	01	8 4	( 5 लीटर क्षमता तक) पोलीफीन के संकचित धारक	100 अवद	1.500	950701	
09459		80	कठोरीकृत सीमेंट, पेस्ट खल और कंकीट के माप की लम्बाई कम करने के उपकरण	एक उपकरण ा	10.000	950517	
09971		81	लेस्टिक एसिट ग्रच्छा ग्रेड	एक मीटर	200.000	950217	
10228		92	स्कूक्ष के बैग	एक बैग	0.250	950217	
10322	05 02	85	<b>झिरीदा</b> र ब <del>सी</del> उपकरण	एक मदद	2.000	950217	

1	2	3	4	5	6	7
10532	03	83	अग्नि प्रतिरोधी हाइड्रोलिक द्रथ वाटर ग्लायकोस टाइप	एक टन	200.000	950316
10758		83	निर्गन्धीकरण और रोगाणुनाशी द्रव	एक टन	0.050	950 <b>728</b>
11340		85	चक्षा (रेचर) उठाने के उत्तोक्त	एक स्रदद	25.000	950217
11688		91	समाचार छापने वाला कागज	एक मीद्रिक टन	25.000	950825
11879		86	भाप वाले बिजली के कूकर	एक श्रदद	1.500	950314
11884		86	बिना सहारे के प्लास्टिक भ्रग्नि प्रतिरोधी प्रेटिक्स सीट	ं एक वर्ग मीटर	0.050	950918
12088		87	हाङ्डो की प्लेट की उत्पातमक संरीदन	एक बोन प्लेट	1.000	950215
12299		88	मिठास अंश मलाईयुक्त दूच का पाउडर	एक टन	40.000	950728
12776		80	ग्रर्थ के लिये जस्तीकृत तार	एक टन	25.000	950310
12912		90	बोरोमाडिम्रोसोन श्रारवी ०.००५ $\%$	एक टन	260.000	950217
12916		90	एसीपेट, एसपी		750.000	950215
13209		91	<b>श्रमिट</b> स्याही	एक लीटर	4.000	950911
13779		93	एसी सांक्यिकी बाट हायर मीटर वर्गीकरण 1 ग्रीर 2	एक लीटर	0.750	950419
13790		93	कीटाबीन, ईसी $48\%$	100 लीटर	120.000	950217
13954		94	दुहरे ठंडे घट-बढ़ सकने वाले विजली की टिन प्लेट सीट	एक टन	6.000	950420
13983		94	घरेलू कार्यों के लिये स्टीलनेस इस्पात के किचन के सिक	एक सिंक	0.500	950911
14101	01	94	गहराई से पानी निकालने के हैंडपम्प के घटक ढलवां लोहे के (4 भाग वाले) (न्यूनतम मुहरांकन शुल्क सभी चारों भागों के लिये)		6.000	950316
14101	02	94	गहराई से पानी निकालने के हैंडपम्प घटक ढलवां लोहे के (4 भाग बाले (न्यूनतम मुहरांकन भुल्क सभी चार भागों के लिये)	·	8.000	95031
14101	03	94	गहराई से पानी निकालने के हैंडपम्प के घटक ढलवां लोहे के (भाग 4 वाले (न्यूनतम मृहराकन गुल्क सभी चारों भागों के लियें)	)	10.000	950316
14101	04	94	गहराई से पानी निकालने के हैंडपम्प के घटक ढलवां लोहे के (4 भाग व (न्यूनतम मृहराकन गृल्क सभी चारों भागों के लिये)	•	25.000	950316

1	2	3	4	5	6	7
14102	01	94	गहराई से पानी निकालने के हथबरमों के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन शुल्क सभी 13 भागों के लिये)	100 प्रदर	5.000	950316
14102	02	94	गहराई से पानी निकालने के हैंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनसम मृहरांकन गुल्क सभी 13 भागों के लिये)	100 अदद	2.000	950316
14102	03	94	गहराई से पानी निकालने के हैंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन णुल्क सभी 13 भागों के लिये)	100 ग्रदद	2.000	950316
14102	04	94	गहराई से पानी निकालने के हैंडपम्प घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मृहरांकन मुल्क सभी 13 भागों के लिये)	100 স্পব্ধ	4.000	950316
14102	05	94	गहराई से पानी निकालने के हैंडपम्प के घटक शीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन गुरुक सभी 13 भागों के लिये)	100 श्रदद	4.000	950316
14102	06	94	गहराई से पानी निकालने के हैं उपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन शुल्क सभी 13 भागों के लिये)	100 म्रदद	12.000	950316
14012	07	94	गहराई से पानी निकालने के हैंडपम्प के भटक सीसायुक्त टिन कीसा (भाग 13) (न्यूनतम मुहरांकन शुस्क सभी 13 भागों के लिये)	100 স্বর	4.000	950316
14102	08	94	गहराई से पानी निकालने के हंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूमतम मुहरांकन शुल्क सभी 13 भागों के लिये)	100 श्रदद	3.000	950316
14102	09	94	गहराई से पानी निकालने के हैंअपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्युनतम मुहरांकन शुल्क सभी 13 भागों के लिये)	100 ম্বব্	6. <b>000</b>	950316
14102	10	94	गहराई से पानी निकालने के हैंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन शुल्क सभी 13 भागों के लिये)	100 শ্বহৰ	9.000	<b>9503</b> 16
14102	11	94	गहराई से पानी निकालने के हैं डपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन शृक्ष्क सभी 13 भागों के लिये)	100 भ्रदेव	8.000	950316

1	2	3	4	5	6	7
14102	12	9.1	गहराई से पानी निकालन के हैंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13 (न्यूनतम मृहर्सकन शुस्क संभी 13 भागों के लिये)	•	1.500	950316
14102	13	94	गहराई से पानी निकालने के हंडपम्प के घटक सीसायुक्त टिन कांसा (भाग 13) (न्यूनतम मुहरांकन णुल्क सभी 13 भागों के लिये)	100 স্পদ্ধৰ	10.000	950316
14103		94	गहराई से पानी निकालने के हथवरमें घटक मृदुइस्पात (भाग 18) (युनिट दर ग्रलग से विभाग के रिकार्ड में देखें)	श्रलग-श्रलग सैक्शनों के रिकार्ड देखें	0.000	<b>9503</b> 16
14103	01	94	गहराई से पानी निकालने के हथवरमें घटक मुदुइस्पात (भाग 1, 5, 17 ग्रीर 18) (युनिटदर ग्रलग से विभाग के रिकाई में देखें)	100 ग्रदद	6.000	950316
14103	05	94	गहराई से पानी निकालने के हथवरमें घटक मुदुइस्पात भाग 1,5,17 श्रीर 18)	100 ग्रदद	8.000	950316
14103	11	94	गहराई से पानी निकालने के हथवरमें घटक मृदु इस्पात (भाग 11, 12, 13, 14) (यूनिट दर श्रलग से विभाग के रिकार्ड में देखें)	100 भ्रदद	2.500	95 031 6
14103	12	94	गहराई से पानी निकालने के हथवरमें घटक मृद्रु इस्पात (भाग 11, 12, 13, 14) (यूनिट दर ग्रलग से विभाग के रिकार्ड में देखें)	100 ग्रदद	4.500	950316
14103	13	94	गहराई से पानी निकालने के हथवरमें— घटक मृदु इस्पात (भाग 11, 12, 13, 14) (यृतिट दर ग्रलग मे विभाग के रिकार्ड में देखें)	100 भ्रदद	40,000	950316
14103	14	94	गहराई से पानी निकालने के हथवरमें— घटक मृदु इस्पात (भाग 11, 12, 13, 14) (यूनिट दर घलग से विभाग के रिकार्ड में देखें)	100 श्रदद	40,000	950316
14103	10	94	गहराई रो पानी निकालने के हथवरमें∽ घटक मृदु इस्पात (श्रनुभाग 10)	100 भ्रदद	8.000	950316
14104	01		गहराई से पानी निकालने के हथवरमें घटक नाइट्राइल रवड़ के (भाग 7) (न्यूनतम मुहरांकन शुल्क मभी 7 भागों के लिये)	100 ग्रदद	1.000	950316 950316
14104	02	94	न तियं) गहराई से पानी निकालने के हथबरमें- के घटक नाइट्राइल रबड़ (भाग 7) (न्यूनतम मुहरांकन शुल्क सभी 7 भागों के लिये)	1000 ग्रदद	2.000	950316

1	2	3	4	5	6	7
14104	03	94	गहराई से पानी निकालने के हथवरमें – के घटक नाइट्राइल रखड़ (भाग 7) (न्यूनतम मुहरांकन शुल्क सभी 7 भागों के लिये)	1000 সবর	2.000	950316
14104	04	94	गहराई से पानी निकालने के हथवरमें— के घटक नाइट्राइल रबड़ (भाग 7) (म्यूनतम मुहराकन शुल्क सभी 7 भागों के लिये)	1000 भ्रदद	4.000	950316
14104	05	94	गहराई से पानी निकालने के हथवरमें - के घटक नाइट्राइल रबड़ (भाग 7) (न्यूनतम मृहरांकन मुल्क सभी 7 भागों के लिये)	1000 श्रदद	6.000	950316
14104	06	94	गहराई से पानी निकालने के हथवरमें— के घटक नाइट्राइल रखड़ (भाग 7) (न्यूनतम मुहरांकन शुल्क सभी 7 भागों के लिये)	1000 ग्रदद	4.000	950316
14103	17	94	गहराई से पानी निकालने के हथवरमें⊢ घटक भृदुइस्पात (भाग 1, 5, 17 और 18) (यूनिट की दर ग्रलग से विभाग के रिकार्ड में देखें)	1000 अदद	1.000	950316
14103	18	94	गहराई से पानी निकालने के हथवर में— घटक मृदु इस्पात (भाग 1,5,17 और 18) (यूनिट की दर श्रलग से विभाग के रिकार्ड में देखें)	1000 ग्रदद	4.000	950316
14103	02	94	गहारई से पानी निकालने के हथवरमें — घटक मृदु इस्पात (भाग 2,4,6 और 15) (यूनिट की दर घलग से विभाग के रिकार्ड में देखें)	100 শ্বব্ব	65.000	950316
14103 %	04	94	गहराई से पानी निकालने के हयबरमें— घटक मृदु इस्पात (भाग 2,4,6 और 15) (यूनिट दर श्रलग से विभाग के रिकार्ड में देंखें)	100 ग्रदद	6.000	950316
14103	06	94	गहराई से पानी निकालने के हथवरमें— घटक मृदु इस्पात ़ (भाग 2,4,6 और 15) (यूनिट दर ग्रलग से विभाग के रिकार्ड में देखें)	100 ग्रदद	20.000	950316
14103	15	94	गहराई से पानी निकालने के हथवरमें– घटक मृदु इस्पात (भाग 2,4,6 और 15) (यूनिट दर ग्रलग से विभाग के रिकार्ड में देखें)	100 শ্ববৰ	70.000	950316

	<b>अ</b> ंड 3 (ii) 	.1	भारत का राजपत्त मार्च 15,19	9 7/फार्न्ग 5 4, 19 1	8	153
1	2	4	5	6	7	8
14103	03	94	गहराई से पानी निकालने के हथबरमें घटक मृदु इस्पात (भाग 3,7,8,9,16) (यूनिट दर ग्रलग से विभाग के रिकार्ड में देखें)	100 प्रदद	65.000	950316
14103	07	94	गहराई से पानी निकालने के हथबरमे घटक मृदु इस्पात (भाग 3,7,8,9,16) (यूनिट दर ग्रलग से विभाग के रिकार्ड में वेखें)	100 मदद	24.000	950316
14103	08	94	गहराई से पानी निकागने के हथवरमें- घटक मृदु इस्पात (भाग 3,7,8,9,16) (यूनिट दर श्रलग मे विभाग के रिकार्ड में देखें)	100 সাধ্য	7.000	950316
14103	09	94	गहराई से पानी निकालने के हथवरमें⊬ घटक मृदु इस्पात (भाग 3,7,8,9,16) (यृनिट दर विभाग के विकाड में देखें)	100 ग्रदद	15.000	950316
14103	16	94	(यूनिट बर विभाग के विकाड में देखें) गहराई से पानी निकालने के हथवरमें— 100 ग्रदद घटक मृदु इस्पात (भाग 3,7,8,9,16) (यूनिट दर ग्रलग मे विभाग के रिकाई में देखें)		70.000	950316
14104	07	94	गहराई से पानी निकालने के हथवरमें⊶ के घटक नाइट्राइल रबड़ (भाग ७) (न्यूनतम मुहरांकन गुल्क सभी ७ भागों के लिये)	1000 ग्रदद	3.000	950316
4105	01	94	गहराई से पानी निकालने के हथवरमे~ के घटक ढलवां लोह के (भाग 5) (न्यूनतम मुहरांकन णुल्क सभी 5 भागों के लिये)	100 ग्रयंद	60.000	950316
4105	02	94	गहराई से पानी निकालने के हथवरमें— के घटक ढलवां लोहे के (भाग 5) (न्यूनतम मुहरांकन णुल्क सभी 5 भागों के लिये)	100 भदद	9.000	950316
4105	03	9.4	गहराई से पानी निकालने के हथवरमे— के घटक ढलवां लोहे के (भाग 5) (न्यूनतम मृहरांकन णुल्क सभी 5 भागों के लिये)	100 শ্বব	11.000	950316
4105	04	94	गहराई से पानी निकालने के <b>हथ</b> ारमें – के घटक ढलवां लोहे के (भाग 5) (त्यूनतम मुहरांकन जुल्क सभी 5 भागों के लिये)	100 ग्रदद	12.000	950316

1	2 3	4	9	6	7	8
14105	05	94	गहराई में पानी निकालने के हथवरमें— के घटक ढलवां लोहे के (भाग 5) (त्यूनतम मुहरांकन मुल्क सभी 5 भागों के लिये)	100 ग्रदद	1.000	950316
1415	01	94	सिचाई यंत्र के छिड़काव यंत्र के लिये पालीइथाइलीन पाइप	एक किलो	0.100	950804
1415	1 02	94	सिचाई तंत्र के छिड़काष युग्मक के लिये पालीइथाइलीन के पाइप	एक सैंट	0.150	950929

[संख्या के प्रवि/13:10] जो . रामन, ग्रपर महानिदशक

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

## BURFAU OF INDIAN STANDARDS

New Delhi, the 26th February, 1997

S.O. 695.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby. notifies the marking fee(s) for the products given in the schedule;—

## **SCHEDULE**

IS Number	Part	Section	Yea	r Title	Unit	Unit Rate	Enforce ment Date
l	2	3	4	5	6	7	8
01146			81	Rubber & Plastic Containers for Lead Acid storage Batteries	One Piece	0.150	950217
03148			91	Slide Fasteners	100 Kg.	10.000	950310
04158			85	Solid Embedded type Electric Heating Elements	One Element	1.000	95032
05133	02		60	Boxes for Enclosure of Electrical Accessories	One Piece	0.010	95021
05245	02		71	Methods for Splicing of Wire Ropes	One Tonne	100,000	950804
05470			69	DI-Calcium Phosphate Animal feed Grade	One Tonne	10.000	950315
06030			71	Sodium Propionate, Food Grade	One Unit	0.300	950501
06946			73	Pliable conduits and Flexible conduits (Non-Metallic) for Electrical Installations	One Meter	0.250	950217
07084			73	Bitumin Based Filling Compounds for Electrical Purposes	One Tonne	30.000	950118

1	2	3	4	5	6	7	8
07173			89	Slotted Pan Head Tapping Screws	l Kg.	0.250	950929
07408	01		84	Blow Moulded Polyalifin containers (up to 5 litres capacity)	100 Pieces	1.500	950701
08255			76	Flexible Load Bearing Polyurethene Foam Components for Vehicles	One Kg.	0.500	950701
08471	01		77	Requirements of Acetylene Generators; Part 1 Low Pressure Stationery of Water to Carbide and Carbine to Water type		2000.00	950217
09206			79	Baynot Caps for GLS Lamps	100 Pieces	0.010	950331
09459			80	Apparatus for use in measurement of length change of hardened Cement Paste, Mortar and Concrete	One Apparatus	10.000	950517
09971			81	Lactic acid, Good Grade	One Metre	200,000	950217
10228			92	School Bag	One Bag	0.250	950217
10322	05	02	85	Recessed Luminires	One Picce	2.000	950217
10532	03		83	Fire Resistant Hydraulic Fluids, Water Glycol Type	1 Tonne	200.000	950316
10758			83	Deodourizing cum Disinfectant Fluids	One Litre	0.050	950728
11340			85	Ratchet Lever Hoist	One Piece	25.000	950217
11688			91	News Print Paper	One M.T.	25.000	950825
11879			86	Electrical Steam Cookers	One Piece	1.500	950314
11884			86	Fire Resistant Brattice Sheeting Mode from Unsupported Plactics	One Sq. Meter	0.050	950918
12088			87	Bone Plate Dynamic Compression	One Bone Plate	1.000	950215
12299			88	Steetened Partly Skimmed Milk Powder	One Tonne	40.000	950728
12776			80	Galvanized Strand for Earthing	l Tonne	25.000	950310
12912			90	Bromadiolone RB 0.005%	One Tonne	260.000	950217
12916			90	Acephate, SP	One tonne	750.000	950215
13209			91		One Litre	4.000	950911
13779			93		One Meter	0.750	950419
13790			93		100 Litres	120.000	950217

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1	2	3	4	5	6	7	8
13954			94	Double Cold Reduced Electrolytic Tinplate Sheets	One Tonne	6.000	9504 2
13983			94	Stainless Steel, Kitches Sinks for Domestic Purposes	l Sink	0.500	950911
14101		01	94	Deepwell Handpumps Components Cast Iron (4 Sections) [Minimum Marking fee for all 4 Sections]	100 Pieces	6.000	950316
14101		02	94	Deepwell Handpumps Components Cast Iron (4 Sections) [Minimum Marking fee for all 4 Sections]	100 Picces	8.000	950316
14101		03	94	Deepwell Handpumps Components Cast Iron (4 Sections) [Minimum Marking fee for all 4 Sections]	100 Pieces	10.000	950316
14101		04	94	Deepwell Handpumps Components Cast Iron (4 Sections) [Minimum Marking fee for all 4 Sections]	100 Pieces	25.000	950316
14102		01	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	5.000	950316
14102		02	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	2.000	950316
14102		03	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	2.000	950316
14102		04	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	4.000	950316
14102		05	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	4.000	950316
14102		06	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	12.000	950316
14102		07	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	4.000	950316
14102		08	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	3.000	950316

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1	2	3	4	5	6	7	8
14102		09	94	,1 1	100 Pieces	6.000	950316
14102		10	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	9.000	950316
14102		11	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking tee for all 13 Sections]	100 Pieces	8.000	950316
14102		12	94	Deepwell Handpumps Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	1.500	950316
14102		13	94	Deepwell Handpumpt Components Leaded Tin Bronze (13 Sections) [Minimum Marking fee for all 13 Sections]	100 Pieces	10.000	950316
14103			94	Deepwell Handpumps Components Mild Steel (18 Sections) [For Unit Rates See individual Section's Record]	Sec Individual Section's Record	0.000	950316
14103		01	94	Deepwill Handpumps Components Mild Steel (For 1, 5, 17, (& 18 Section) [For Unit rates see individua Section's Record]	100 Pieces	6.000	950316
14103		05	94	Deepwell Handpumps Components Mild Steel (For 1, 5, 17 & 18 Section) [For unit rates see individual Secton's Record]	100 Piccet	8.000	950316
14103		17	94	Deepwell Handpumps Components Mild Steel (for 1, 5, 17 & 18' Section) [for unit rares see individua Section's Record]	1000 Pieces	1,000	950316
14103		18	94	Deepwell Handpumps Components Mild Steel (for1,5, 17 &18 Section) [for unit rates see individual Section's Record]	1000 Pieces	4.000	950316
14103		02	94	Deepwell Handpumps Components Mild Steel (for 2, 4, 6, & 15 Sections) [for unit rates see individual Section's Record]	100 Peces	65,000	950316
14103		04	94	Deepwell Handpumps Components Mild Steel (for 2, 4 & 15 Sections) for unit rates see individual Section's Record]	100 Picces	6.000	950316

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1	2	3	4	5	6	7	8
14103		06	94	Decpwell Handpumps Components Mild Steel (for 2, 4, 6 & 15 Sections) [for unit rates see indvidual Secion's Record]	100 Pieces	20.000	950316
14103		15	94	Deepwell Handpumps Components Mild Steel (for 2, 4, 6 & 15 Sections) [for unit rates see individual Section's Record]	100 Pieces	70.000	950316
14103		03	94	Deepwell Handpumps Components Mild Steel (for 3, 7, 8, 9, 16 Sections) [for unit rates see individual Sections Record]	100 Pieces 1	65.000	950316
14103		07	94	Deepwell Handpumps Components Mild Steel (for 3, 7, 8, 9, 16 Sections) [for unit rates see individual Section's Record]	100 Pieces 1	24.000	950316
14103		08	94	Deepwell Handpumps Components Mild Steel (for 3, 7, 8, 9, 16 Section's) [for unit rates see individual Section's Record]	100 Pieces	7.000	950316
14103		09	94	Deepwell Handpumps Components Mild Steel (for 3, 7, 8, 9, 16 Sections) [for unit rates see individual Section's Record]	100 Pieces	15.000	953316
14103		16	94	Deepwell Handpumps Components Mild Steel (for 3, 7, 8, 9, 16 Sections) [for unit rates see individual Sections Record]	100 Pieces	70.000	950316
14103		11	94	Deepwell Handpumps Components Mild Steel (for 11, 12, 13, 14 Section) [for unit rates see individual Section's Record]	100 Pieces	2.500	950316
14103		12	94	Deepwell Handpumps Components Mild Steel (for 11, 12, 13, 14 Section) [for unit rates see individual Sections Record]	100 Pieces	4.500	950316
14103		13	94	Deepwell Handpumps Components Mild Steel (for 11, 12, 13, 14 Section) [for unit rates see individual Section's Record]	100 Pieces	40.000	950316
14103		14	94	Deepwell Handpumps Components	100 Pieces	40,000	950316
14103		10		Deepwell Handpumps Components Mild Steel (for Section 10)	00 Pieces	8.000	950316
14104		01	94	Deepwell Handpumps Components	100 Pieces	1.000	950316

1	2	3	4	5	6	7
14104	02	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Pieces	2,000	950316
14104	03	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Pieces	2.000	950316
14104	04	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Pieces	4.000	950316
14104	05	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Pieces	6.000	95031 <i>6</i>
14104	06	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Pieces	4.000	95031
14104	07	94	Deepwell Handpumps Components Nitril Rubber (7 Sections) [Minimum Marking fee for all 7 Sections]	1000 Picoes	3,000	95031
14105	01	94	Deepwell Handpumps Components Cast Iron (5 Sections) [Minimum Marking fee for all 5 Sections]	100 Pieces	60.000	95031
14105	02	94	Deepwell Handpumps Components Cast Iron (5 Sections) [Minimum Marking fee for all 5 Sections]	100 Pieces	9.000	95031
14105	03	94	Deepwell Handpumps Components Cast Iron (5 Sections) [Minimum Marking fees for all 5 Sections]	100 Pieces	11.000	95031
14105	04	94	Deepwell Handpumps Components Cast Iron (5 Sections) [Minimum Marking fee for all 5 Sections]	100 Pieces	12.000	95031
14105	05	94	Deepwell Handpumps Components Cast Iron (5 Sections) [Minimum Marking fee for all 5 Sections]	100 Pieces	1,000	95031
14151	10	94	Polyethylene Pipes for Sprinkler Irrigation System	One Kg.	0.120	95080
14151	02	94	Polyethylene Pipe for Sprinkler Irrigetion System Couplers	One set	0.150	95092

[No. CMD/13:10] G. RAMAN, Addl. Director General 

## मई दिल्ली, 26 फरमरी, 1997

का. आ. 696:—भारतीय मानक ब्यूरों नियम 1987 के नियम 7 के उपनियम (1) के खंड "खं" के अनुसरण में भारतीय मानक ब्यूरों एतद्द्वारा श्रिधसूचित करता है कि नीचे दिये गए भानक (कों) में संशोधन किया गया है/किये गये है।

## **प्रनुमू**ची

कम संग	ख्या संशोधित भारतीय मानक की संख्या ग्रौ वर्ष	र संशोधन की संख्या घ्रौर तिथि	संगोधन लागू होने को तारीख
(1)	(2)	(3)	(4)
1.	श्राईएस 648: 1994	संशोधन सं. 1 मई 1996	96 05 31
2.	म्राई <b>एम 651: 1992</b>	संशोधन सं. 1 जून 1996	96 0630
3.	श्राईएम 704: 1984	समोधन सै. 2 मई 1996	96 05 31
4.	माईएस 880 : 1956	संशोधन सं . 1 मर्द 1996	96 05 31
5.	ब्राईए्स 1534 (भाग 1) : 1977	संगोधन सं. 4 ज्न 1996	96 06 30
6 3	आईएस 1547: 1985	संशोधन सं. 4 मई 1996	96 05 31
7-	श्राईएस 1606: 1979	संगोधन सं. 3 जुन 1996	96 06 30
8.	श्राईएस 1656: 1985	संगोधन सं . 5 मई 1996	96 05 31
9. !	<b>प्रार्ड</b> ण्म 2346: 1972	संशोधन सं . । मई 1996	96 05 31
10.	<del>प्राई</del> एस 2867 : 1964	संशोधन सं . 2 मई 1996	96 05 31
11. '	म्राई <b>एम 2869: 196</b> 4	संगोधन सं. 2 मई 1996	96 05 31
12.	म्राईएस 3075 (भाग 1 ) : 1986	संगोधन सं. 1 जून 1991	91 06 30
13.	न्नाईएस 3162: 1965	संशोधन सं . । मई 1996	96 05 31
14.	म्राईएस 3246: 1976	संगोधन सं . 1 मई 1996	96 05 31

(1) (2)	(3)	(4)
15. श्राईएस 3247: 1976	संशोधन मं . । म <b>र्द्र</b> 1996	96-05-31
16. अईिंग्स 3248: 1993	संगोधन मं . 1 मई 1996	96-05-31
17. श्राईएम 3500: 1966	संशोधन सं. 1 ज्न 1996	96-06-30
18. श्राईएस 3501: 1966	संशोधन सं. । मई 1996	96-05-31
19. श्राईएस 3547: 1976	संगोधन सं. 1 मई 1996	96-05-31
20. ग्राईएम 3880: 1976	संशोधन सं. 1 म <b>ई</b> 1996	96-05-31
21. श्राईएस 3882: 1966	संगोधन सं . 1 मई 1996	96-05-31
22. श्राईएस 3883: 1993	संगोधन सं. 1 श्रप्रल 1996	96-04-20
23. श्राईएस 3884: 1993	संशोधन सं . 1 मई 1996	96-05-31
24. श्राईएस 3975: 1988	संशोधन सं . 2 मई 1996	96-05-31
25. श्राईएस 3992: 1982	संगोधन सं. 1 मई 1996	96-05-31
26. श्राईएस 4454 (भाग 1): 1981	संगोधन सं. 1 जून 1996	96-06-30
27. श्राईएस 4624: 1978	संशोधन सं. 1 जून 1996	96-06-30
28. श्राईएस 4625: 1968	संशोधन सं . 1 मई 1996	96-05-31
29. श्राईएम 4626: 1978	संगोधन सं . 2 जून 1996	96-06-30
30. श्राईएस 4627: 1968	संशोधन सं . 1 मई 1996	96-05-31
31. श्राईएस 4628: 1978	संशोधन सं. 1 मई 1996	96-05-31
32. श्राईएस 4936: 1968	संशोधन सं . 1 मई 1996	96-05-31
33. श्रार्डएस 5244: 1991	संशोधन सं. 2 मई 1996	96-05-31

(1) (2)	(3)	(+)
34. ब्राईएस 5452: 1994	मंशोधन सं. 1 मई 1996	96-05-31~
35. श्राईएम 5800 : 1970	संशोधन सं . 1 मई 1996	9 6-0 5-3 1
36. भाईएस 5861: 1993	संशोधन सं. 2 जून 1996	96-06-30
37. आईएस 5986: 1992	संशोधन सं . 2 मई 1996	96-05-31
38. श्राईएस 6175 (भाग 6):1992	संशोधन सं. 1 मई 1996	96-05-31
39. श्राईएस 6240: 1989	मंगोधन सं. 2 मई 1996	9 6-0 5-3 1
40. श्राईएस 6438: 1980	संगोधन स <sup>ं</sup> . 3 मई 1996	96-05-31
41 श्राईएम 6844: 1984	संशोधन सं. । मई 1996	96-05-31
42. श्राईएस 6891 : 1973	संस्रोधन मं . । मई 1996	96-05-31
43.   भाईएस 7041 : 1993	संशोधन सं. । मई 1996	96-05-31
14.   ब्राईएस 7539: 1975	संशोधन सं. 4 मर्ड 1996	9 6- 0 5- 3 1
45. आईएस 7732: 1975	संशोधन सं . 1 मई 1996	96-05-31
46. ग्राईएस 8329: 1994	संशोधन सं . । मई 1996	9 6- 0 5- 3 1
47. श्राईएस 8713: 1978	संशोधन स <sup>ं</sup> . 2 मई 1996	96-05-31
48. श्राईएस 8786: 1978	संशोधन सं. 1 मई 1996	96-05-31
49. भ्राईएम 8808: 1986	संगोधन सं. 3 मई 1996	9 6-0 5-3 1
50. श्राईएस 9065 : 1979	संगोधन सं . 1 मई 1996	96-05-31
51. श्राईएस 9401 (भाग 8): 1985	संगोधन सं. 1 श्रप्रैल 1996	96-04-30
52. श्राईएम 9486: 1980	संशोधन सं . 1 मई 1996	96-05-31

(1)	(2)	(3)	(4)
53. म्रा	ई एस 9789: 1981	संगोधन सं. 1 मर्द 1996	96-05-31
54 ग्राइ	ह एस 9790: 1981	संगोधन सं. 1 मई 1996	96-05-31
55. श्राह	रे एम 9791 : 1981	संशोधन सं. 1 श्रप्रैल 1996	9 6- 0 4- 3 0
56. স্নার্	र् एस 9811: 1981	संगोधन सं. 1 मई 1996	96-05-31
57. সার্	े एस 9812: 1981	संगोधन सं. 1 मई 1996	96-05-31
58. প্লাই	े एस 9822: 1981	संशोधन सं . 1 मई 1996	96-05-31
59. ग्राई	एस 10748: 1995	मंशोधन सं. 1 मई 1996	96-05-31
60. ग्राई	एस 10774: 1993	संशोधन सं. 1 मई 1996	96-05-31
61. श्रार	हे एस 10787: 1984	संशोधन सं . 2 मई 1996	96-05-31
62. माई	एस 10826 : 1984	संगोधन सं. 1 जून 1996	96-06-30
63. श्राई	एस 10827: 1984	संशोधन सं. 1 मई 1996	96-05-31
64. ग्राई	एस 10839: 1984	संगोधन सं . 1 मई 1996	96-05-31
65. ग्राई	एस 10860: 1984	संणोधन सं . 1 मई 1996	96-05-31
६६. श्राई	ण्स 11021: 1984	संघोधन सं. 1 मई 1996	96-05-31
67. <b>সা</b> ৰ্ছ	गुस 11156 : 1985	संणोधन सं. 3 मई 1996	96-06-31
68. श्राई	एस 11286 - 1995	संशोधन सं. 1 जून 1996	96-06-30
69. ग्राई	एस 11381 : 1985	संशोधन सं. 1 मई 1996	96-05-31
70. म्राई	एस 11458 : 1985	संगोधन सं. 1 मर्ड 1996	96-05-31
71. ग्राई।	रूस 11941 : 1987	संशोधन सं. । जून 1996	96-06-30
72. आई	एस 12210 : 1987	संशोधन सं. 2 अप्रैल 1995	95-04-30

1548 THE GA	AZETTE OF INDIA	: MARCH 15	, 1997/PHALGUNA 24,	1918 [PART I	I—Sec. 3 (ii)1
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(1)	(2)	(3)	(4)
73 श्राई एस	12702: 1989	संशोधन सं. 1 अप्रैल 1996	96-04-30
74. आई एस	12785 : 1994	संशोधन सं. 1 मई 1996	96-05-31
75. भाई एस	13019: 1991	संशोधन सं. 2 मई 1996	96-05-31
76. आई एस	13056: 1991	संशोधन सं. 4 मई 1996	96-05-31
77. श्राई एस	13287 : 1992	संशोधन सं. 3 मई 1996	96-05-31
78. श्राई एस	13471: 1992	संशोधन सं. 1 मई 1996	96-05-31
79. ग्राई एस	13474: 1992	संशोधन सं. 1 मई 1996	96-05-31
80. घाई एम	13487: 1992	संशोधन सं. 2 जून, 1996	96-06-30
81. माई एस	13488 : 1992	संशोधन सं. 1 मई 1996	96-05-31
·	13573 : 1992	संशोधन सं. 1 मार्च 1996	96-03-31
-	14102: 1994	संशोधन सं. 1 मई 1996	96-05-31
84. श्राई एस	14151 (भाग 1) : 1994	संशोधन सं. 2 मई 1996	96-05-31

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, बहादुरशाह जफर मार्ग, नई दिल्ली-110002 ग्रौर क्षेत्रीय कार्यालयों कलकत्ता, चंडीगढ़, मद्रास तथा मुम्बई ग्रौर शाखा कार्यालयों ग्रहमदाबाद, बंगलीर, भोपाल, भुवनेश्वर, कोयम्बत्त्रर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, लखनऊ तथा थिस्वनन्तापुरम में बिक्री हेतु उपलब्ध है।

> [सं. के प्रवि/13: 5] जी. रामन, भ्रपर महानिदेणक

## New Delhi, the 26th February, 1997

S.O. 696.—In pursuance of clause (b) of Sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that amendment(s) to the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed, has/have been issued:

## **SCHEDULE**

Sl. No. and year of the Indian Standard(s) No. amended		No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1. IS 648	3:1994	Amendment No. 1 May, 1996	96-05-31

[माग IIखंड 3 (ii)] 	मारत का राजपन्न : मार्च 15,1997/फल्गुन 24,1918	1549
(J) (2)	(3)	(4)
2. IS 651:1992	Amendment No. 1  June 1996	96-06 <b>-</b> 30
3. 1S 704:1984	Amendment No. 2 May 1996	96-05-31
4. IS 880:1956	Amendment No. I May 1996	96-05-31
5. IS 1534 (Part 1):1977	Amendment No. 4 June 1996	96-06-30
6. IS 1547 : 1985	Amendment No. 4 May 1996	96-05-31
7. <b>IS</b> 1606 : 1779	Amendment No. 3  June 1996	96-06-30
8. IS 1656 : 1985	Amendment No. 5 May 1996	96-05-31
9. IS 2346 : 1992	Amendment No. 1 May 1996	96-05-31
10. IS 2867 : 1964	Amendment No. 2 May 1996	96-05-31
11. IS 2869 : 1964	Amendment No. 2 May 1996	96-05-31
12. IS 3075 (Part 1): 1986	Amendment No. 1 June 1991	91-06-30
13. IS 3162:1965	Amendment No. 1 May 1996	96-05-31
14. IS 3246 : 1976	Amendment No. 1 May 1996	96 <b>-</b> 05-3 <sub>1</sub>
15. IS 3247 : 1976	Amendment No. 1 May 1996	96-05-31
16. IS 3248 : 1993	Amendment No. 1 May 1996	96-05-31
17. IS 3500 : 1966	Amendment No. 1 June 1996	96-06-30
18. IS 3501 : 1966	Amendment No. 1 May 1996	96-05-31
19. IS 3547 : 1976	Amendment No. 1 May 1996	96-05-31
20. IS 3880 : 1976	Amendment No. 1 May 1996	9 <b>6-</b> 05-31
21. IS 3882 : 1966	Amendment No. 1 May 1996	96-05-31
22. IS 3883 : 1993	Amendment No. 1 April 1996	96-04-30
23. IS 3884 : 1993	Amendment No. 1 May 1996	96-05-31
24. IS 3975 ; 1988	Amendment No. 2 May 1996	96 <del>-</del> 05-31

(1) (2)	(3)	(4)
25. IS 3992 : 1982	Amendment No. 1 May 1996	96-05-31
26. IS 4454 (Part 1): 1981	Amendment No. 1 June 1996	96-06-30
27. IS 4624 : 1978	Amendment No. 1 June 1996	96-06-30
28. IS 4625 : 1968	Amendment No. 1 May 1996	96-05-31
29. IS 4626 : 1978	Amendment No. 2 June 1996	96-06-30
30. IS 4627 : 1968	Amendment No. 1 May 1996	96*05-31
31. IS 4628: 1978	Amendment No. 1 May 1996	96-05-31
32. IS 4936 : 1968	Amendment No. 1 May 1996	96-05-31
33. IS 5244 : 1991	Amendment No. 2 May 1996	96-05-31,
34. IS 5452 : 1994	Amendment No. 1 May 1996	96-05-31
35. 1S 5800 : 1970	Amendment No. 1 May 1996	96-05-31
36. IS 5861 : 1993	Amendment No. 2 June 1996	96-06-30
37. IS 5986 : 1992	Amendment No. 2 May 1996	96+05-31
38. IS 6175 (Part 6): 1992	Amendment No. 1 May 1996	96-05-31
39. IS 6240 : 1989	Amendment No. 2 May 1996	96-05-31
40. IS 6438 : 1980	Amendment No. 3 May 1996	96-05-31
41. IS 6844 : 1984	Amendment No. 1 May 1996	96-05-31
42. IS 6891 : 1973	Amendment No. 1 May 1996	96 <b>-</b> 05-31
43. 15 7041 : 1993	Amendment No. I May 1996	96-05-31
44. IS 7539 : 1975	Amendment No. 4 May 1996	96-05-31
45. IS 7732 : 1975	Amendment No. 1 May 1996	96-05-31
46. IS 8329 : 1994	Amendment No. 1 May 1996	96-05-31

<b>प</b> गग	II	खंड	3	(	ii	١]	
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(1) (2)	(3)	(4)
47. IS 8713 : 1978	Amendment No. 2 May 1996	96-05-31
48. IS 8786 : 1978	Amendment No. 1 May 1996	96-05-31
49. IS 8808 ; 1986	Amendment No. 3 May 1996	96-05-31
50. IS 9065 : 1979	Amendment No. 1 May 1996	96-05-31
51. <b>1S</b> 9401 (Part 8) : 1985	Amendment No. 1 April 1996	96-04-30
52. IS 9486 : 1980°	Amendment No. 1 May 1996	96-05-31
53. IS 9789 : 1981	Amendment No. 1 May 1996	96-05-31
54. IS 9790 : 1981	Amendment No. 1 May 1996	96-05-31
55. IS 9791 : 1981	Amendment No. 1 April 1996	96-04-30
56. IS 9811 : 1981	Amendment No.1 May 1996	96-05-31
57. <b>IS</b> 9812 : 1981	Amendment No. 1 May 1996	96-05-31
58. <b>IS 9822</b> : 1981	Amendment No. 1 May 1996	96-05-31
59. IS 10748 : 1995	Amendment No. I May 1996	96-05-31
60. IS 10774 : 1993	Amendment No. 1 May 1996	96-05-31
61. <b>IS</b> 10 <b>7</b> 87 : 1984	Amendment No. 2 May 1996	96-05-31
62. IS 10826 : 1984	Amendment No. 1 June 1996	96-06-30
63. IS: 10827: 1984	Amendment No. I May 1996	96-05-31
64. IS 10839 : 1984	Amendment No. 1 May 1996	96-05-31
65. IS 10860 : 1984	Amendment No. 1 May 1996	96-05-31
66. IS 110 <b>2</b> 1 : 1984	Amendment No. 1 May 1996	96-05-31
67. IS 11156 : 1985	Amendment No. 3 May 1996	96-05-31

1 2	3	4
68. IS: 11286: 1995	Amendment No. 1 June 1996	96-06-30
69. IS 11381 : 1985	Amendment No. 1 May 1996	96-05-31
70. IS 11458 : 1985	Amendment No. 1 May 1996	96-05-31
71. IS 11941 : 1987	Amendment No. 1 June 1996	96-06-30
72. IS 12210 : 1987	Amendment No. 2 April 1995	95-04-30
73. IS 12702: 1989	Amendment No. 1 April 1996	96-04-30
74. IS 12785 : 1994	Amendment No. 1 May 1996	96-05-31
75. IS 13019 : 1991	Amendment No. 2 May 1996	96-05-31
76. IS 13056 : 1991	Amendment No. 4 May 1996	96-05-31
77. JS 13287: 1992	Amendment No. 3 May 1996	96-05-31
78. IS 13471: 1992	Amendment No. 1 May 1996	96-05-31
79. IS 13474 : 1992	Amendment No. 1 May 1996	96-05-31
80. IS 13487 : 1992	Amendment No. 2 June 1996	96-06-30
81. IS 13488 : 1992	Amendment No. 1 May 1996	96-05-31
82. IS 13573 : 1992	Amendment No. 1 March 1996	96-03-31
83. IS 14102 : 1994	Amendment No. 1 May 1996	96-05-31
84. IS 14151 (Part 1): 1994	Amendment No. 2 May 1996	96-05-31

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Calcutta, Chandigarh, Madras, and Bombay and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, Thiruvananthpuram.

<sup>[</sup>No. CMD/13: 5] G. RAMAN, Addl. Director General

## नई दिल्लो, 26 फरवरी, 1997

का.मा. 697 --- भारतीय मानक ब्यूरो नियम 1987 के नियस 7 के उपनियम (1) के खंड "ख" के म्रनुसरण में भारतीय मानक व्यूरो एतद्बारा म्रधिसूचित करता है कि नीवे दिए गए मानक (कों) में संशोधन किया गया है/किये गए हैं।

## ग्रनुसूची

हम सं.	संशोधित भारतीय मानक की संख्या श्रीर वर्ष	संशोधन की संख्या श्रोर तिथि	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)
1. श्राई	एम 302-2-3(1992)	संशोधन मं. 5 मार्च 1996	96-03-31
2. ग्राई	एस 550(भाग 1) : 1991∤	संशोधन सं 3 मार्च 1996	96-03-31
३. श्राई	एस 553 : 1984	संशोधन सं० 1 मार्च 1996	96-03-31
4. ग्राई	एस 1200 (भाग 25) : 1971	संगोधन सं. 4 जनवरी 1996	96-01-31
5. ग्राई	एस 1489 (भाग 1) : 1991	संगोधन सं. 2 जून 1993	9 3- 0 6- 3 0
6. <b>স</b> া	<del>5</del> एस 1489 (भाग 2) : 1991	संशोधन सं. 2 ज्न 1993	9 3-0 6-3 0
7. দ্বা	तु एम 2215 : 1983	संगोधन सं. 2 मार्च 1996	96-03-31
৪. সার্হ	एम 2324 (भाग 2) : 1985	संशोधन सं. 1 फरवरी 1996	9 6- 0 2- 2 9
9. ग्राई	एम 2397 : 1988	संशोधन सं. 2 फरवरी 1996	96-02-29
10. ग्रीत	्रिण् <b>स 3998 : 1982</b>	संगोधन सं. 1 फरवरी 1996	9 6- 0 2- 2 9
11. प्रार	रुएम 4774 (भाग 2) : 1982	संगोधन सं. 1 फरवरी 1996	96-02-29
12. ग्राइ	है एस 5135 (भाग 2) : 1 <b>99</b> 4	सं <b>शोधन</b> सं. 1 मार्च 1996	96-03-3
13. ग्रा	ई एम् 5340 : 1981	संशोधन सं. 1 मार्च 1996	9 6- 0 3 <b>-</b> 3

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1 2	3	4
14 म्राई एस 5409 (भाग 2) : 1985	संशोधन सं. 1 मार्च 1996	96-03-31
15. मार्ड एस 5955: 1993	संशोधन सं. 2 फरवरी 1996	96-02-29
16. श्राई एस 6046 : 1982	संगोधन सं. 1 मार्च 1996	96-03-31
17. ग्राई एस 6092 (भाग 3) : 1985	संगोधन सं. 1 फरवरी 1996	96-02-29
18. म्राई एस 6092 (भाग 5) : 1985	संशोधन सं. । श्रप्रैल 1996	9 6- 0 4- 3 0
19. म्राई एस 6421 : 1972	संशोधन सं. 1 मार्च 1996	96-03-31
20. म्राई एस 8227 (भाग 2) : 1988	संगोधन गं. 1 मार्च 1996	96-03-31
21 श्राई एस 9138 : 1979]	संशोधन सं. 2 मार्च 1996	96-03-31
22. श्राई एम 9401 (भाग 7) : 1984	संगोधन मं. 1 मार्च 1996	96-03-31
23. श्राई एस 9823 : 1981	संगोधन सं. 1 भार्च 1996	96~03-31
24. श्राई एस 10170 : 1982 र्	संशोधन सं. 1 मार्च 1996	96-03-31
25. म्राई एस 10252 : 1982	संगोधन सं० 1 मार्च 1996	96-03-31
26. म्राई एस 10253 : 1982 <sup>¶</sup>	संशोधन सं. 1 भार्च 1996	96-03-31
27. माई एस 12550 : 1988	संशोधन सं. 1 सितम्बर 1995	95~09-30
28. श्राई एस 13010 : 1990	मंशीघन मं. 2 फरवरी 1996	96-02-29

इन संशोधनों की प्रतियां भारतीय मानक व्यूरो, मानक भवन 9,बहादुरशाह जफर मार्ग, नई दिल्ली-110002 श्रीर क्षेत्रीय कार्यालयों मुम्बई, कलकत्ता, चण्डीगढ़ तथा मद्राम श्रीर शाखा कार्यालयों श्रहमदाबाद, बंगलौर, भोपाल, भूवनेश्वर, कोयम्बत्त्र, फरोदाबाद, गाजियावाद, गुवाहाटी, हैदराबाद, जयपुर, कानप्र, लखनऊ, पटना, थिरुवनन्तापुरम, में बिक्री हेतु उलब्ध हैं। |

सिं. के. प्र. वि. /13:5] जी. रामन, श्रपर महानिदेशक

## New Delhi, the 26th February, 1997

S.O. 697.--In pursuance of clause (b) of Sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that amendment(s) to the Indian Standard(s) particulars of which is/are given in the Schedule hereto annexed, has/have been issued:

## **SCHEDULE**

Sl. No. and year of the Indian Standard(s) No. amended		amendment shall have effect
(1) (2)	(3)	(4)
1. IS 302-2-3- (1992)	Amendment No. 5 March 1996	96-03-31
2. IS 550 (Part 1): 1991	Amendment No. 3 March 1996	96-03-31
3. IS 553 : 1984	Amendment No. 1 March 1996	96-03-31
4. 1S 1200 (Part 25): 1971	Amendment No. 4 January 1996	96-01-31
5. IS 1489 (Part 1): 1991	Amendment No. 2 June 1993	93-06-30
6. IS 1489 (Part 2): 1991	Amendment No. 2 June 1993	93-06-30
7. IS 2215 : 1983	Amendment No. 2 March 1996	96-03-31
8. IS 2324 (Part 2): 1985	Amendment No. 1 February 1996	96-02-29
9. IS 2397: 1988	Amendment No. 2 February 1996	96-02-29
10. IS 3998: 1982	Amendment No. 1 February 1996	96-02-29
11. 1S 4774 (Part 2): 1982	Amendment No. 1 January 1996	96-02-29
12. IS 5135 (Part 2): 1994	Amendment No. 1 March 1996	96-03-31
13. IS 5340 : 1981	Amendment No. 1 March 1996	96-03-31

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(1)	(2)	(3)	(4)
14. IS 540	9 (Part 2) : 1985	Amendment No. 1 March 1996	96-03-31
15. <b>IS</b> 595	55 : 1993	Amendment No. 2 February 1996	96-02-29
16. IS 60	46 : 1982	Amendment No. 1 March 1996	96-03-31
17. IS 609	92 (Part 3): 1985	Amendment No. 1 February 1996	96-02-29
18. IS 609	92 (Part 5) : 1985	Amendment No. 1 April 1996	96-04-30
19. IS 647	21 : 1972	Amendment No. 1 March 1996	96-04-30
20. IS 82.	26 (Part 2) : 1988	Amendment No. 1 March 1996	96-03-31
21. IS 91	38:1979	Amendment No. 2 March 1996	96-03-31
22. IS 94	01 (Part 7)\: 1984	Amendment No. 1 March 1996	96-03-31
23. IS 98.	23 : 1981	Amendment No. 1 March 1996	96-03-31
24. IS 10	170 : 1982	Amendment No. 1 March 1996	96-03-31
25. IS 10	252 : 1982	Amendment No. 1 March 1996	96-03-31
<b>26. IS</b> 10	253:1982	Amendment No. 1 March 1996	96-03-31
27. IS 12	2550:1988	Amendment No. 1 September, 1995	95-09-30
28. IS 13	3010 : 1990	Amendment No. 2 February 1996	96-02-29

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Calcutta, Chandigarh, Madras and Bombay and also Branch Offices: Ahmadabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, Thiruvananthpuram.

स्वास्थ्य ग्रीर परिवार कल्याण मंत्रालय (भारतीय चिकित्सा पद्धति एवं होम्योपैथी) नई दिल्ली, 6 फरवरी, 1997

का. हा. 698.—होम्योपैथी केन्द्रीय परिषद् अधिनियम, 1973 (1973 का 59) की धारा 3 की उपधारा (1) के खंड (ख) के उपबन्धों के अनुसरण में, डा० श्ररुण भास्मे को डा बाबासाहेब श्रम्बेडकर मराठवाड़ा विश्वविद्यालय में केन्द्रीय होम्योपैथी परिषद् का सदस्य निर्वाचित किया गया हं।

ग्रतः, श्रवः, केन्द्रीय सरकार उक्त श्रधिनियम, की धारा 3 की उपधारा (3) द्वारा प्रदत्त शिक्तयों का प्रयोग करते दुए, भारत सरकार के स्वास्थ्य और पश्चिम नियोजन मन्नान्त्र्य (स्वास्थ्य विभाग) की ग्रधिसूचना गं० का०ग्रा० 482 (ग्र) तारीख 6 ग्रगस्त, 1974 में निम्मानिबित ग्रोर मंगोधन करती है, श्रथात्:—

उक्त श्रधिसूचना में, "धारा 3 की उपधारा (1) के खंड (ख) के श्रधीन निर्वाचित "शीर्षक के श्रन्तर्गत, कम संख्यांक 8 ग्रीर उससे संबंधित प्रविष्टियों के स्थान पर निम्निलिखित कम संख्यांक श्रीर प्रविष्टियां रखी जाएंगी, श्रर्थातृ .--

"8. डा. श्ररुण भास्में डा. बाबा साहेब श्रस्येडकर प्राचार्य, मराठावाड़ा मराठावाड़ा विश्वविद्यालय"

**विश्वविद्या**लय

1

सोनाजी राव क्षीर सागर होम्योपैथिक मेडिकल कालेज

बीड (महाराप्ट्र)

निवास :---

80, एम. श्राई. डी. सी.

बीड ( महाराष्ट्र )

[फा. सं. 27021/46/(21) 94 होम्योपैथी ( ईयृ )] कंवल दास, श्रवर सचिव

टिप्पण :---मूल श्रधिसूचना , भारत के राजपत्न, सं. का. श्रा. 482 (श्र), तारीख 6 अगस्त, 1974 में प्रकाशित की गई थी तत्परचात् उसमें निम्न- लिखिन अधिसूचनाओं द्वारा संशोधन किया गया ।

का. आ. 484 (भ्र), नारीख 6 भ्रगस्त, 1974

का. ग्रा. 740 (श्र), तारीख 29 सगस्त, 1990

का. भ्रा. 818 (अ), तारीख 22 स्रक्तूबर, 1990

**का. ग्रा.** 75 (ग्र), तारीख 6 फरवरी, 1991

का. था. 547, तारीख 27 जनवरी, 1992

का. ग्रा. 1263, तारीख 29 धर्प्रल, 1992

का. म्रा. 2700, तारीख 25 सिनम्बर, 1992

का. भ्रा. 2903, तारीख 26 ग्रक्तूबर, 1992

का. चा. 3329, तारीख 1 मई, 1994.

का. ग्रा. 2756, तारीख 20 सितम्बर, 1995

का. था. 2902, तारीख 20 अन्तूबर, 1995

का. ह्या. 1521, तारीख 6 मई, 1996

ग्रांर का. था. 3515, 3516, 3517, तारीख 8 दिसम्बर, 1996

## MINISTRY OF HEAUTH AND FAMILY WELFARE

(Department of ISM & Homoeopathy) New Delhi, the 6th February, 1997

S.O. 698.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Homoeopathy Central Council Act, 1973 (59 of 1973), Dr. Arun Bhasme has been elected as a member to the Central Council of Homoeopathy from Dr. Babasaheb Ambedkar Marthwadra University.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby makes—the following further amendment in the notification—of the Government of India, in the Ministry of Health and Family Planning (Department of Health) number S.O. 482(E)—dated—the 6th—August, 1974, namely:—

In the said notification under the heading "Elected under clause (b) of sub-section (1) of Section 3", for serial number 8 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

1 2

8 Dr. Atun Bhasme, Dr. Babasaheb Principal, Ambedkar Sonajirao Kashir Sagar, Marathwada Homeopathic Medical, College, Beed (Maharashtra)

Residence:—80, M.I.D.C.,

Beed (Maharashtra)

## [No. V. 27021]46(21)]94-Homoco(EU)] KANWAL DAS, Under Secy.

Note:—The principal notification was published in the Gazette of India vide number S.O. 482(E), dated the 6th August, 1974 and subsequently amended by notifications number S.O. 484(E) dated the 6th August, 1974, S.O. 740(F) dated the 29th August, 1990, S. O. 740(E), dated the 22nd October, 1990, S.O. 75(E), dated the 27th January, 1991, S.O. 547, dated the 27th January, 1992, S.O. 1263, dated the 27th April, 1992, S.O. 2700, dated the 25th September, 1992, S.O. 2903, dated 26th October, 1992, S.O. No. 3329, dated the 1st May, 1994, S.O. 2756, dated the 20th September, 1995, S.O. 2902, dated 12th October, 1995, S.O. 3082, 3083, dated 20th October, 1995, S.O. 1521, dated 6th May, 1996 and S.O. 3515, 3516, 3517 dated 8th December, 1996.

## नई दिल्ली, 7 फरबरी, 1997

का.श्रा. 699 केन्द्रीय सरकार, होम्योपैथी केन्द्रीय परिषद् ग्रिधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) ढारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पण्चात, उक्त श्रिधिनियम की दूसरी श्रनुसूची में निम्नलिखित श्रौर संशोधन करती हैं, श्रर्थात :---

- 1. उक्त श्रनुसूची में "कर्नाटक" शीर्षक के नीचे, कम सं. 7ड० श्रौर उससे संबंधित प्रविष्टियों का लोप किया जाएगा :
- 2 "महाराष्ट्र" शीर्षक के नीचे, क्रम सं. 12ख श्रौर उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम सं. श्रौर प्रविष्टियों जोड़ी जाएंगी, श्रथीत :----

"12ग शिवाजी विश्वविद्यालय वैचलर श्राफ होम्योपैथिक वी.एच.एम.एम. 1990 से 1995 तक (क) होम्योपैथिक मैडिकल कालेज, वैचलर श्राफ होम्योपैथिक बी.एच.एम.एस. 1990 से 1995 तक तरणी चौक, क्वालानाका, मैडिसन एंड सर्जरी कोल्हापुर।

्ख्) बेणुताई यणवंत राव चहाण बैचलर ग्राफ होम्योपैथिक बी.एच.एम.एस. 1990 से 1995 तक होम्योपैथिक मैडिकल कालेज मैडिसिन एंड सर्जरी दसारा चौक, कोल्हापुर ।

> [सं. बी 27021/4/89 होम्यो] कंवल दास, भवर सचिव

टिप्पण : होम्योपैथिक केन्द्रीय परिषद अधिनियम, 1973 (1973 का 59) के एक भाग के रूप में दूसरी श्रनुसूची, भारत के राजपक्ष, का.शा. 76, तारीख 20 दिसम्बर, 1973 के द्वारा प्रकाणित की गई थी श्रौर तत्पश्चात् उसमें निम्नलिखित द्वारा संशोधन किया गया :---

- का. थ्रा. 3495, तारीख 11-10-1977
- 2. का.भा. 3325 तारीख 4-11-1978
- 3. का.श्रा. 1517, तारीख 26-2-1983
- 4. का.भा. 1481, तारीख 12-3-1983
- 5. का.मा. 3099, तारीख 21-6-1985
- 6. का.भा. 2048, तारीख 24-3-1986
- 7. का. श्रा. 2270, नारीख 24-5-1986
- 8. का.आ. 2449, तारीख 1-8-1990
- 9. का.ग्रा. 2501, तारीख 1-8-1990
- 10. का.मा. 2502, तारीख 21-8-1990
- 11. का.मा. 1182, नारीख 27-3-1991
- 12 का.मा. 710 तारीख 20-2-1992
- 13. का.मा. 2699 तारीख 24-6-1992
- 14. का. था. 891. तारीख 5-3-1992
- 15. का.भा. 1210, तारीख 23-4-1992
- 16. का.था. 2669, तारीख 24-9-1992
- 17. का.ग्रा. 1859, तारीख 17-8-1993
- 18. का. आ. 978, तारीख 28-4-1993
- 19. का.ग्रा. 1325, तारीख 17-5-1995
- 20. का. श्रा. 2363, तारीख 24-10-1994
- 21. का.मा. 2804, तारीख 20-9-1995
- 22. का. आ. 93, नारीख 20-12-1995
- 23. का. था. 1008, तारीख 8-3-1996

1 2 3 4

- 24. का. था. 1277, तारीख 25-3-1996
- 25. का.आ. 2475, तारीख 30-5-1996
- 26. का. श्रा. 2805, तारीख 13-9-1996
- 27. का. श्रा. 3125, तारीख 24-11-1996

## New Delhi, the 7th February, 1997

\$.O. 699.—In exercise of the powers conferred by sub-section (2) of section 13 of the Homo-copathy Central Council Act, 1973 (59 of 1973) the Central Government after consulting the Central Council of Homocopathy hereby makes the following further amendment in the Second Schedul to the said Act, namely:—

In the said Schedule, Under the heading 'KARNATAKA' serial number 7 E and the entries relating thereto shall be omitted;

(2) Under the heading 'MAHARASHTRA', after serial number 12B and the entries relating thereto, the following serial number and entries shall be added namely:—

ı	2	3	4
"12C Shivaji Universities	Bachelor of Homocopathic Medicine and Surgery.	B.H.M.S. From	1990-to-1995.
(a) Homocopathic Medical College, Tarani Chowk, Kavala Naka, Kolhapur,	Bacheolor of Homocopathic Medicine and Surgery	B.H.M S	From 1990 to 1995
(b) Venutai Yashwantrao Chavan Homoeopathic Medical College, Dasara Chowk, Kolhapur.	Bachelor Homoeopathic Medicine and Surgery.	B.H.M.S	From 1990 to 1995.

[No. V. 27021/4/89-Homoeo.] KANWAL DAS, Under Secy.

Note: — The Second Schedule as a part of the Homoeopathy Central Council Act, 1973 (59 of 1973) was published in the Gazette of India vide S.O. 76, dated the 20th December, 1973 and subsequently amended by in the Gazette of India vide S.O. 76, dated the 20th December, 1973 and subsequently amended by in the contraction of the contraction of the Homoeopathy Central Council Act, 1973 (59 of 1973) was published in the Gazette of India vide S.O. 76, dated the 20th December, 1973 and subsequently amended by in the Council Act, 1973 (59 of 1973) was published.

- (1) S.O. 3325, dated 4-11-1978;
- (2) S.O. 1517, dated 26-2-1983;
- (3) S.O. 1481, dated 12-3-1983;
- (4) S.O. 3099, dated 21-6-1986;
- (5) S.O. 2048, dated 24-3-1986;
- (6) S.O. 2270, dated 24-3-1986
- (7) S.O. 2449, dated 1-8-1991
- (8) 'S.O. 2501, dated 1-8-1990
- (9) S.O. 2502, dated 21-8-1990;
- (10) S.O. 710, dated 20-2-1993
- (11) S.O. 891, dated 5-3-1992,
- (12) 'S.O. 1210, dated 23-4-1992
- (13) S.O. 2669, dated 24-9-1992
- (14) S.O. 93, dated 20-12-1995

नई दिल्ली, 25 फरवरी, 1997

का.श्रा. 700 — भारतीय श्रायुविज्ञान परिषद् श्राविनिधम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुमरण में 27 अक्तूबर, 1996 को डा. बी.बी. डोडिया, श्राचार्य, शब्यिक्रया विभाग, एम.पी. शाह मेडिकल कालेज, जामनगर को मीराप्ट्र विश्वविद्यालय, राजकोट की सीनेट हारा 27 श्रक्तूबर, 1996 में भारतीय श्रायुविज्ञान परिषद का सदस्य निर्वाचित किया गया है।

भ्रतः, श्रवः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के श्रनुसरण में, भारत सरकार के तत्कालील स्वास्थ्य मंत्रालय की श्रिधसूचना सं. का.श्रा. 138, तारीख 9 जनवरी, 1960 में निम्नलिखित और संगोधन करती है, श्रिथित्---

प्रथम श्रधिमूचना में, णीर्पक "धारा 3 की उपधारा (1) के खण्ड (ख) के श्रधीन निर्वाचित" के श्रधीन, कम मं. 37 और उसमे संबंधित प्रविष्टियों के न्यान पर, निम्नलिखित कम मं. और प्रविष्टियों एवी प्राएंगी, प्रथित :---

"37. डा. वी.वी. शैडिया, मौराष्ट्र विश्वविद्यालय" ग्राचार्य, भल्यकिया, एम.पो. शाह भेडिकल कालेब्य, जामनगर-361008

> [मं. वी-11013/22/96-एम.ई. (यू. जी.)] एस. के. मिश्रा, डेस्क अधिकारी

टिप्पण सूल श्रिधिस्चना भारत के राजनात्र में का.शा. सं. 38, दिनाक 9 जनवरी, 1960 द्वारा प्रकाणित को गई थी।

#### MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 25th February, 1997

S.O. 700.—Whereas in pursuance of clause (b) of subsection (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. V. B. Dodia, Protessor, Department of Surgery, M. P. Shah, Medical College, Jamnagar, has been elected on 27th October, 1996 by the Senate of Saurashtra University, Rajkot to be the member of Medical Council of India from 27th October, 1996;

Now, therefore, in pursuance of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Gov-

comment of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :---

In the said notification, under the heading, "Elected under clause (b) of sub-section (1) of Section 3" for serial number 37 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

"37. Dr. V. B. Dodia, Saurashtra University."
Professor of Surgery,
M. P. Shah Medical College,
Jamnagar-361008.

[No. V. 11013/22/96-ME(UG)] S. K. MISHRA, Desk Officer

Note:—The Principal notification was published in the Gazette of India vide S.O. number 138, dated the 9th January, 1960.

## सूचना श्रौर प्रसारण मंवालय

नई दिल्ली, 12 फरवरी, 1997

का. आ. 701.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 9 के साथ पठित चलचित्र प्रधिनियम, 1952 (1952 का 37) की धारा—5 की उपधारा (2) द्वारा प्रदत्त गिक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री वीरान्ना (एम), ग्राई. टी. एस. 74 को 5-2-97 से 5 वर्ष की श्रवधि अथवा श्रगले श्रादेशों तक जो भी पहले हों, तक के लिए प्रतिनिय्क्ति श्राधार पर केन्द्रीय फिल्म प्रमाणन बोई, बंगलीर के क्षेत्रीय एशिकारी के कप में नियक्त करती है।

[फा. सं. 801/5/95-एफ (सी.)] आई० पी० मिश्रा, डेस्क अधिकारी

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 12th February, 1997

S.O. 701.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Cinematograph Act. 1952 (37 of 1952) read with Rule 9 of the Cinematograph (Certification) Rules 1983, the Central Government is pleased to appoint Sh. Veernna (M) ITS: 74 as Regional Officer, Contral Board of Film Certification, Bangalore on deputation basis for a period 5 years w.e.f. 5-2-1997 or until further orders, whichever is carlier.

[F. No. 801/5/95-F (C)]

I. P. MISHRA, Desk Officer.

भारतीय डाक विभाग

(कार्यालय पोस्ट मास्टर जनरल)

इन्दौर, ८ अक्तुबर, 1996

का०आ० 702:--जैसा कि केन्द्र णासन का अभिमत है कि श्री राधेरोहिस मिश्रा, अर्थविष्यन् । डाकपाल झिरिनयां के विरुद्ध जांच हेतु श्री जिन्दरसिंह भाटिया, म०न० 9, आनन्दनगर, खण्डवा को सवाह स्वरूप बुलाना अरूरी है। अतः विभागीय जांत्र अधिनियम 1972 (गमाह की उपस्थित प्रवर्तन व दस्तावेजों का प्रस्तुतीकरण) (1972 का 18) की धारा 4 के उपधारा 1 में प्रदत्त शक्तियों का उपयोग करते हुए डाक महाध्यक्ष इन्दौर एतदहारा, उपर्युक्त अधिन । के खण्ड 5 में बणित शक्तियों के प्रयोग, श्री राधेमीहन मिश्रा में सन्वर्तियत विभागीय जांच में करने के लिए श्री आर०एम० जैन जांचकर्ता अधिकारी एवं उप मभागीय तिरीक्षक डाक खण्डवा की अधिकृत करते हैं।

[सं०अस्बे/ 9-4/खण्डवा/ 8 1-82]

ए० एस० आई० एस० पाल, पोस्ट मास्टर जनरल

#### DEPARTMENT OF POST

Office of the Postmaster General Indore, the 8th October, 1996

S.O. 702.—Whereas the Central Government is of opinion that for the purpose of Departmental Inquiry relating to Shri Radhey Mohan Mishra, EDSPM, Jhirania, it is necessary to summon as witness of Shri Jindersingh Bhatia, H. No. 9, Anand Nagar, Khandwa.

Now, therefore, in exercise of power conferred by sub section (1) of section 4 of Departmental Inquiry (enforcement of attendance of witness and production of documents) Act, 1972 (18 of 1972), the PMG, Indore hereby authorise Shri R. M. Jain, Inquiry Officer and SDI(P). Khandwa to exercise the power specified in section 5 of the said Act in relation to Shri, Radhey Mohan Mishra.

[No. Inv. 9-4]Khandwa 81-82] A.S.I.S. PAUL, Postmaster Genera.1

## श्रम मंत्रालय

## नई मिल्ली, 10 फरवरी, 1997

का०आ० 703 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार सदरन रेलवे. अरनाकुलम, कोन्चि-14 के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार लेवर कोर्ट अरनाकुलम, कोन्चि के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 7-2-97 को प्राप्त हुआ था।

[मंख्या एल-41012/100/91-आईडी (डीयू)] पो०जे० माईकन, डैस्क अधिकारी

#### MINISRY OF LABOUR

New Delhi, tho 10th February, 1997

S.O. 703.—In pursuance of Section 11 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby nublishes the Award of the Central Government Labour Court ernakulam, Kochi-14 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Southern Railway Kochi and 509 GI/97—6.

their workman, which was received by the Central Government on the 7-2-1997.

[No. I.-41012/100/91-JD (DU)]
P. J. MICHAEL. Desk Officer.

#### ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 27th day of November, 1996) PRESENT:

Shri Varghese T. Abraham, B.A., LL.M., Presiding Officer.

Industrial Dispute No. 4 of 1992(C)

#### BETWEEN:

The Executive Engineer (Construction), Southern Railway, Trichur, Kerala State-680 001.

#### AND

Smt. C. K. Bhanu, Chamadithundoyil House, Vyttila P. O., Rochi-682 017,

#### REPRESENTATIONS:

- Sti P.M.M. Najeeb Khan, Advocate, Standing Counsel for Southern Railways, United Law Chambers, S.R.M. Road Kochi-18. . . . . . . . . . . . For Management

#### AWARD

The Government of India to the Ministry of Labour reterred as per the Order No. L-41012/100/91-IR(DU), dated 17-3-1992 the following issue for adjudication:—

"Whether the action of the Executive Engineer (Construction), Southern Railway, Trichur is not sending Smt. C. K. Bhanu, Former Woman Mazdoor (C. P. C. Scale) for medical examination for 'C' Category and providing her suitable employment, is justified? If not, what relief Smt. C. K. Bhanu is entitled to?"

2. The claim set up by the worker is summarised as follows:

the worker Smt. C. K. Bhanu was engaged by the Executive Engineer, Construction Division, Southern Railway, Thrissur as a Female Mazdoor casual labourer with effect from 23-9-1972. She was in continuous employment, acquired temporary status in the year 1984 and her service was terminated on 16-10-1984 without any notice, stating that she was medically unfit to hold the post of female khalasi. Medical fitness of a Railway employee depends upon her eye sight. As per the medical manual of the Indian Railways female khalasi who should have BI eye sight should have 6/9, 6/12 distant vision at the time of appointment and 6/12, 6/10 distant vision when re-examined. She challenged the order of termination of her service before the High Court of Kerala as O. P. No. 9519/84 and it was transferred to the Central Administrative Tribunal, Madras Bench. The CAT considered the matter on merits and found that the termination was illegal and abinitio void. She was therefore reinstated with continuity of service and backwages. The management again terminated her service with 14 days' notice. She demanded for medical re-examination that demand was not acceeded to and she moved the matter before the Labour Enforcement Officer (C), Ernakulam through the SRC workers union, in which she is a member. The Regional Joint Labour Commissioner held conciliation proceedings and suggested to send the workman for re-medical examination. She was again sent for re-medical examination before the Medical Superintendent Southern Railway, Madras on her own expenses. The medical

Suprintendent tested the eye sight of the worker on 21-7-89. The test was conducted to see whether she was fit in BI category. However the Medical Superintendent in his certificate stated that she was unfit in all classes. stated what was her eye sight as observed by the medical Superintendent. Soon after the medical examination the workman got herself examined by renowed eye Specialist, Ernakulam Doctor E. T. Kuriakose who was formerly the Suprintendent of Government Hospital, Ernakulam. On examination it was found that the worker was having 6/6 without spectacles and she had no refraction error. 6/8 eye sight is standard sufficient to be in class A-I Category. She made representation to allow her to continue in service and that she should not be sent out of service on the erroneous finding on her accuracy in vision. The pleaded that even if she had a poor eye sight, this occurred during her long service in the Railway and hence it was reasonable that she should be accommodated against a post which needs only poor eye sight. The medical certificate issued by the medical Suprintendent of the Railway is erroneous. He did not conduct the test to see whether she was fit to work in any other categories having lesser standard of vision. As per the Railway Establishment Manual the management is bound to make every endeavour to find alternative employment as expeditiously as possible, for which benefits at any rate the workman herein is entitled to. There is no compliance with the section 25-F of the I. D. Act. There is violation of that provision. No compensation was paid. She prays for passing an award accordingly.

3. The defence taken up by the management is capsulated as follows:--

The worker was initially appointed as project casual labourer, Female Mazdoor on 23-9-1972. She was given temporary status with effect from 1-1-1981. She was found medically unfit in all classes by the Divisional Medical Officer, Southern Railway, Shornur. Hence her service was terminated. She challenged the order of termination before the High Court of Kerala, which was later transferred to CAT, Madras. The CAT observed that the casual labourer treated as temporary is entitled to all the rights and privileges admissible to temporary Railway Servant as laid down in chapter 23 of the Railway Establishment Manual. As 14 days notice requirement was not complied with the CAT declared that the termination of service is illegal and directed to reinstate the applicant. Hence as per the direction of the CAT she was reinstated in service with effect from 3-10-1988. It is directed in the order of the CAT that in case the applicant is medical unfit on account of bad vision it wall be open to the respondent to accommodate her in a suitable post taking into account suitability of If the applicant cannot be accommodated in any post at all on account of the medical unfitness and on that ground her services have to be terminated.

- 4. She was re-engaged on 3-10-1988. As she was medially unfit to be engaged in all classes 14 days notice was served. The worker's prayer for re-medical examination was considered and advised her to receive medical memo. attended the office of the Executive Engineer on 15-5-1989 to receive medical memo. The Executive Engineer sent the workman for re-medical examination alongwith medical memo. However, the worker attended medical examination only on 12-7-1989. On re-medical examination she was again found unfit in all classes and this was advised to her. She was unfit not only for eye sight. She was referred to Cardiology department for opinion regarding her cardiac status and clear cut verdict whether she is fit to perform duties of woman mardoor. It was found that she was having rheumatic heart disease. Therefore she was found unfit for all classes of employment. Termination of service is not retrenchment within the meaning of section 2(00) of the I. D. Act. Her service was terminated on account of her unfitness in all classes of medical examination. As per the provision of Railway Establishment Manual she is not entitled for retention in service. As ner the direction of the CAT she was given all dues which includes backwages and bonus. So it is prayed for answering the reference against the worker,
- 5. A reioinder is filed by the worker reiterating the averments in the claim and controverting in the defence contentions.

6. WW-1 and MW-1 are examined, Exts. M-1 to M-3 are marked.

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- 7. Heard both sides.
- 8. The points which emerge for consideration are :
  - (i) Whether the Executive Engineer (Construction, Southern Railway, Thrissur) did not send the present worker for medical examination for 'C' category ?
  - (ii) Whether there is illegal termination of services of the worker and if so to what relief is she entitled to get?
- 9. Points 1 and 2:-Ext. M-1 is a certificate dated 21-7-1989 issued by the Medical Department of the Management stating that she is unfit in all classes of employment. Therefore the allegation of the worker that she was not sent for re-medical examination is not tenable and as such reference is made unnecessarily. Ext. M-2 is a certificate dated 19-10-1992 and it will show that the worker was referred to Cardiology Department for opinion regarding her cardina status and clear cut verdict whether she is fit to perform the duties of woman mazdoor. The opinion of the Cardiologist as quoted in Certificate dated 19-10-1992 is that she is not fit for employment due to Rheumanc Heart disease. Ext. M-3 is the certificate annexed to the certificate dated 19-10-1992. Ext. M-3 will show that there is coronary disease and that she is not fit for employment due to Rheumatic Heart disease. Thus Exts. M-1 to M-3 will show that she is medically unfit in all classes of employment. But it will further reveal that her vision is abnormal In order to oust a case of termination of service from the definition of retrenchment in section 2(00) of the Act. The termination of service of workman shall be on the ground of continued ill health. MW-1 is the Medical Suprintendent under the Southern Railway. He had gone through Exts. M-1 to M-3 and the worker was referred to him for re-medical examination on 12-7-1989. He expected heart disease and sent her for Cardiology department available at the Railway Hospital, Madras, Cardiology department confirmed heart disease and declared unfit for Railway work. Accordingly Ext. M-1 certificate was given on 21-7-1989, Ext. M-2 is the photocopy of the certificate issued by the Cardiology Department and the referal order of Ext. M-3. So version of the MW-1 who is competent to speak is that the worker is unfit to do any work. In cross-examination he admitted that there was no declaration of loss of vision. He says that as far as the Railway is concerned those who suffer from heart disease is not taken in any of the work. According to him there may be employees who have developed heart disease after joining service and such employees, are not sent, out if the disease could be treated. He further swears that if it is not treata-ble they will be declared unfit and Railway do not want to take up unproductive labour. He says that the present worker comes under B-1 category and in addition to visual standards general examination is common and same for all classes. WW-1 is the Doctor in FSI Hospital at Ernakulam. According to him the Rheumatic disease made mention of in Exts. M-1 to M-3 are curable and it can be treated medically and surgically. In between the evidence of WW-1, and MW-1. I am of the opinion that the latter is more expert than the former. Because both of them deal with two different branches of disease. As matters stand now it can he seen that the present worker is not medically fit for doing any kind of work under the Railway. Therefore her case can be treated as one of continuous ill health. This case is within the exempted category under section 2(00) of the I. D. Act. Moreover the management has stated that it has given the worker all of her dues including compensation and bonus. That is not denied in renlication. After having received the compensation and all accounts of dues available to her, it is idle for her to pray for reinstatement. However the peculiar circumstances of the case and taking into account the pitiable condition of worker, the railway is directed to pay an amount of Rs. 5000 to the worker concerned.

In the result, the reference is answered against the worker. But taking into account the facts and circumstances of

the case and the illness of the worker, I direct the management. Southern Railway, to pay an amount of Rs. 5000. (Rupees Five thousand only) to the worker within two months from today, failing which the amount will carry interest at the rate of 12% per annum.

VARGHESE T. ABRAHAM, Presiding Officer.

### Appendix

Witness examined on the side of Management :

MW-L. Dr. N. Padmanabha.

Witness examined on the side of Worker;

WW-1, Sri K. Madhukumar.

Exhibits marked on the side of Management .

Ext. M-1. Photo copy of a certificate dated 21-7-1989 issued by the Medical Department of Management firm after examining the worker.

Ext, M-2. Photo copy of a medical note dated 20-7-89 prepared in the Department of Cardiology of Management firm after diagnosing the worker.

Ext. Me3. Photo copy of prescription memo dated 12-7-1989 issued by the Medical Department of Management firm for the worker.

नई दिल्ली, 12 फरवरी, 1997

कारुआर 704:— औद्योगिक वियाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एनर्जंट रेलवे, सोनपुर के अबन्धतंत के सबद्ध नियोजकों और उनके कर्मकारों के वीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवार में केन्द्रीय सरकार औद्योगिक विवार से केन्द्रीय सरकार औद्योगिक विवार सरकार की 11-2-97 को प्राप्त हुआ था।

[संख्या एल-41012/56/91-डी 2 (की)] पो०जे० माईकल, डैस्क अधिकारी

New Delhi, the '2th February, 1997

S.O. 704.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Doanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of N. E. Railway, Sonepur and their workmen, which was received by the Central Government on 11-2-1997.

[No. L-41012|56|91-D2(B)]

P. J. MICHAEL, Desk Officer

#### **ANNEXURE**

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 150 of 1991.

### PARTIES:

Employers in relation to the management of N. E. Railway, Sonepur.

#### AND

Their Workmen.

### PRESENT:

Shri Tarkeshwar Prasad, Presiding Officer.

## APPEARANCES:

For the Employers: Shri Arun Kumar, Advocate.

For the Workman: Shri Sudama Pandey, Advocate.

STATE: Bihar INDUSTRY: Railway

Dated, the 3rd February, 1997

### **AWARD**

By Order No. L-41012|56|91-D-2(B) dated 20-12-1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. ((1) of Section 10 of the Industral Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:—

"Whether the action of the Railway management in terminating the service of Shri Mahesh Kumar Singh and denying him temporary status was legal and justified? If not, to what relief the workman is entitled?".

2. The workman appeared and filed written statement stating therein that he was working under Station Superintendent, N.E. Rly., Sonepur as a substitute and worked for more than 240 days or more than 120 days continuously from 22-4-85 mwards and as per rules of Railway Service he acquired temporary status of a Railwayman and time scale of pay after completion of 120 days of service and also entitled for other rights and privileges admissible to a temporary Railwayman. It is said that as per Para 2318-1 REM on completion of 120 days of service a substitute should be given temporary status and time scale of pay and gap between two engagements, if any, may be ignored for this purpose and after getting tempotary status such Railwayman cannot be removed or terminated without giving one month's notice or one month's pay and holding enquiry thereunder. It is stid that the workman became entitled for all the privileges and rights of Railwayman from 21-8-85 after doing work from 22-4-85 for a continuous period as substitute but these privileges and rights were not given to him and he made repeated representations for the same and his name was struck off from the register arbitrarily and illegally since 1-8-1986.

- 5. It is also said that he was representing against such injustice since long to the management of N.E. Rly. Administration but of no effect. Thereafter he raised the dispute before the R.L.C.(C), Patna, but no conciliation could be held due to attitude of the management and thereafter the reference has been made by the Ministry of Labour and it is prayed that award be passed in favour of the workman declaring the action of the management in terminating his service as illegal and unjustified. Copy of the award passed in No. TA-295 of 1996 of Central Administrative Tribunal, Patna bench, has been filed where it was held by their learned Tribunal that the petitioners should be reinstated in service from the date of discontinuance of service with back wages.. It is also said that the case of the present workman is similar in nature and he deserves award in his favour.
- 4. I find that the management appeared and filed written statement stating, inter-alia, that this reference was not tenable and provisions of Industrial Disputes Act is not applicable on the basis of his claim and the same is illegal and irregular. It is said that in the year 1976 the Dy. Divisional Superintendent, N.E. Railway, Sonpur finding irregularity in the appointment of casual labourers substitutes issued a circular dated 19-8-76 that no casual labours substitutes should be engaged against any vacancy Class-IV without prior personal approval of Dy. Divisional Superintendent. Similarly, a letter was issued by the Member Staff, Rly. Board, New Delhi bearing No. D.O.E(NG) 11 80 CL S dated 18-12-80 that intake of fresh casual labours should be resorted after obtaining prior personal approval of the General Manager and the General Manager (P), N.E. Rly. forwarded the letter of the Rly. Board to all concern and it was directed that rules laid down be adhered strictly.
- 5. It is further said that the workman was engaged for the first time in the year 1983 when aforesaid circular was in existence and engagement of the petitioner was made without personal approval of the General Manager and as such this alleged engagement was without his jurisdiction and contrary to the circular and the workman could not claim on the basis of irregular letter of engagement and whole claim of the workman is misleading and misconceived and he could not claim any benefit under the Industrial Disputes Act and no question of giving notice or retrenchment compensation arose under the provision of Industrial Disputes Act as his engagement was illegal and without jurisdiction. It is also said that annexures given by the workman about his work from 24-3-85 to 31-8-85 shown in Annexure-I does not find place in Annexure-II issued on 22-1-92 and his claim that he has completed more than 120 days of work becomes false and the compliance of provision of Industrial Disputes Act, 1947 by the management does not arise. It is also said that the concerned workman is not a workman within the

- meaning of Industrial Disputes Act and as such he is not entitled to any relief as claimed. It is finally said that the action of the management was quite justified and the workman is not entitled for any relief and award be passed accordingly.
- 6. A rejoinder has been filed by the workman to the written statement of the management denying the contentions specifically and parawise and the same is said to be not correct and denied. It is also said that in Sonpur Division more than 100 casual labours substitutes were engaged and atter 1-1-81 without personal approval of the General Manager all such candidates were screened for regular absorption. It is also said that the concerned workmen was locally appointed in regular manner by the Dy. D.S., Sonpur and his pay was charged and passed by Accounts Branch and payment was duly made. If his appointment was illegal then there was no officer was held liable for the same and no recovery of wages was made from him and the workman was allowed to continue his work and it is further said that he was never appointed illegally and without jurisdiction. It is said that as per award passed by the Hon'ble Central Administrative Tribunal, Patna vide order dated 23-3-90 in O.A. 81 of 1990 between Jokhan Sharma and others VS. Union of India and others and it was held that casual labours substitutes working after 1-1-81 without G.M.'s approval for more than 120 days the applicants should not suffer and their claim of engagement would not wipe out, regular absorption and all consequential benefits. Other contentions of the management are said to be untrue and contrary to the law and records. It is finally said that award be passed accordingly.
- 7. On the basis of pleadings of the parties the point for consideration in this reference is:—
  - (a) As to whether the action of the management of Railway Administration in relieving the workman and not giving him temporary post was justified".
  - (b) If not, to what relief and reliefs the workman is entitled".
- 8. Both the points are inter-linked and are taken together for their consideration.
- 9. From going through the case record I find that no witness has been examined on behalf of the management in support of their contention although a number of adjournments were allowed to the management for adducing their witness. The workman has examined two witnesses in support of his case WW-1 the concerned workman who has supported his case and said that he was working in Sonpur Railway Division from 1983 to 1986 and filed two certificates issued by Station Supdt., Sonpur which are worked 'X' and 'X/1' for identification and later have been proved as Exts. W-1 and W-1'1 by the evidence of WW-2.

He has also stated that he has worked for more than 120 days continuously and there is provision under Railway rules that any casual labour working for more than 120 days he gets status of temporary employee and is entitled for the benefit of that grade. He has also said that no notice, chargesheet or compensation was given to him prior to termination of service and many junior workmen to him were still working. In cross-examination he has said that he has filed petition for his service at the effice of D.S.O., Sonpur. He had no knowledge of the circular of the year 1980 that appointment in casual category would be made by the approval of the General Manager. He has further stated that he had worked for more than 120 days for which he had filed two certificates and other certificates are not available at present. He has denied the suggestion that he had not worked for 120 days continuously and has further stated that payment was made to him on daily basis.

10. WW-2 Sudarshan Bhattacharjee is a Class-IV staff of Sonpur Railway Station and has stated that he knows the workman who used to work under Railway Superintendent. He has proved certificates given by Sri Nirmal Kumar Soren and Sri Nowal Kishore Tiwary, the then S.S., Sonpur, and identified their signatures, marked Ext. W-1 and W-1|1. He too has stated that after working more than 120 days a workman is taken as temporary under Railway rules and after 1977 appointments are being made in the railway in Class-IV staff and workmen upto 1995 were even appointed after being screened. None appeared to cross-examine him and the witness was discharged. There is no other witness in the case.

11. I find that Ext. W-1 a photo copy of certificate dated 1-9-85 granted by Station Superintendent, N. E. Rly., Sonpur showing that the workman had worked from 24-3-85 to 31-8-85 a total working period being 150 days. Similarly, Ext. W-1 1 is a certificate issued by office of Station Superintendent dated 22-1-92 showing that the workman had worked from 13-5-83 till 18-7-86 and total number of working days is more than 120 days. There is nothing to deny these documents filed on behalf of the workman duly issued by the office of Rly. Supdt. and under his signature on two different dates showing the work of the workman satisfactory and period being more than 120 days.

12. While arguing the case it has been submitted on behalf of the workman that as per Rule 2003 and 2004(d) of IREM Vol-II if a casual labour|substitute is discontinued from service due to non-availability of work and again engaged for the work such gap in service will not count break in service for the purpose of counting continuity of service for 120 days for grant of temporary status. It is also said that he had completed not only 120 days but also completed 240 days from

13-5-83 onwards and acquired temporary status of Railwayman from 2-5-85 on completion of 120 days of service. It is also said that under above Rule 2004 IREM formal notice for termination is must and in case of non-availability of work priciples of "First come last go" is to be followed. It is also said that as per Circular of Rly. Board, New Delhi, letter No. EC(NG)11/84(CL-41), dated 11-9-86 (para 5.1) it was also directed to all the Zonal General Managers of Indian Railways to prepare seniority list and arrange absorption against regular posts in group category as per Rule 25-G of the I.D. Act, 1947 "First come last go". But these directions were not followed by the Railway management and fresh faces continued and posted against regular posts and allowed to continue in service illegally and arbitrarily and being senior he was thrown out of employment against the Railway rules and also against the judgement of Hon'ble High Court and Supreme Court and Tribunals. It is also said that he was terminated from service without assigning any reason or notice or retrenchment compensation and no seniority list was prepared while making such retrenchment of the workmen. It is also said that WW-2 has clearly stated that even after 31-12-80 workmen pointed without approval of the General Manager were regularised in services and more than 1000 such workmen were allowed to continue in service and regularised against permanent vacancy. It is also said that it was a duty of the Station Superintendent to obtain post facto sanction of General Manager in case of the workman and whether formal personal approval of the General Manager was taken or not it was not duty of the workman rather it was duty of the office of Superintendent of Sonpur Division and if any action was taken against the cancerned authority for non-compliance with the rules then there was no question to terminate the service of the workman on the plea that his appointment was not regular when the payment was made by the Railway for more than 120 days of continuous service substitute performed by the workman in view of Exts. W-1 W-1|1.

13. It is further said that as per judgement of Hon'ble Supreme Court in Civil Appeal No. 847 of 1992 dated 18-2-92 reported in 1992 (20) ACT 230 where it was held by their Lordships that casual labour substitutes having completed 120 days service are to be regularised as temporary Railway worker. Railway cannot deny then the temporary status and it was allowed with back wages and cost. Copy of the judgement has been enclosed. It is further said that the citation given by the management 1995 SCC 638 was not applicable in this case as the workman completed 120 days of service with permissible gaps under rules and also acquired status of a temporary railwayman and he was entitled for all the rights and privileges of a railwayman. It is said that the Hon'ble Railway Minister has recently announced for absorption of casual labours substitutes after obtaining G.M.'s approval post facto, as per copy of letter of C.P.O. dated 13-8-96, which has been attached perusal. It is also said that a number of co-workmen who were even junior to the workman have been regularised, photo copies of such orders have been filed and the workman is entitled for his regularisation in service with all rights and privileges and award be passed accordingly.

14. On the other hand, it is submitted on behalf of the management the Railway management that the workman was engaged without approval of the General Manager, N.E. Railway and his engagement was illegal and he also never completed 120 days continuous service, as such he did not acquire temporary status. Provisions of I.D. Act, 1947 would also not attract is his case as he did not domlpete 240 days in 12 calendar months. It is also said that the workman's appointment being illegal, abinitio and having not completed 120 days of continuous service his service was terminated without notice or assigning any reason and following the formalities of Act, 311 of the Constitution of India was not necessary and it was not against the principles of natural justice, 1995 SCC 638 was referred. However, copy of the citation was not filed. It is also said that the action of the management was quite justified and the workman was not entitled to any relief as claimed.

15. After going through the case record and documents exhibits filed on behalf of the workman particularly Ext. W-1 and W-1/1 it is clear that certainly he (concerned workman) has completed 1/20/240 days of continuous service with permissible gaps as per Railway rule and these certificates have been duly granted by the competent authority of the Railway management itself. There is also oral evidence to support the contention of the workman that he has completed more than 120 days continuous work as substitute and was entitled for temporary status. I also find that announcement made by the Railway Minister and the letter issued by the Railway Board dated 13-8-96 such casual labour substitutes who were engaged after 1-1-81 but have no prior or post facto approval of G. M., such approval should be got and proposal in this respect be sent for further action. I and t find any merit in the contention taken behalf of the Railway management that the workin the las not completed 120|240 days of continuous work and his appointment being ab initio irregular he was not entitled for his regularisation in service and no notice or retrenchment compensation was required to be given to the workman prior to his termination. In view of the above discussions the action of the management in not regularising the service of the workman and his termination without assigning any reason or any notice or chargesheet or retrenchment compensation was certainly not justified and in accordance

with Rules and Regulations of the Railway management itself. It is also ample clear from numbers of documents filed on behalf of the workman that a number of workmen and even junior to him appenned as casual substitutes have been regularised in service after 1981 and in that case there is tto legal impediment as to why the concerned workman should not be regularised when he fulfilled all the norms and conditions of the Railway Service Rules, Accordingly, he is entitled for reinstatement in service and regularisation against regular post from the date of his termination of service i.e. 1-8-1986. But so far question of back wages is concerned as per principle of "no work no pay" he will not be entitled for any such back wages or privilege, but notional continuity of service would be given from 1-8-1986 for the purpose of fixation of pay, seniority and other service benefits, like pension, gratuity etc.

## 16. Hence, the following award:—

That the action of the Railway management in terminating the service of Shri Kumar Singh and denying him temporary status was not justified and the concerned is entitled workman to reinstatement service from 1-8-1986, but without any back wages. However, there will be notional continuity of service for the purpose of fixation of pay, seniority and other service benefits, like pension. gratuity etc. Railway management is directed to reinstate the concerned workman in service and to regularise him against regular post with effect from 1-8-1986 within two months from the date of publication of the award and in the light of direction given above.

However, there will be no order as to cost.

## TARKESHWAR PRASAD, Presiding Officer

नई बिल्ली, 12 फरवरी, 1997

का०आ० 705 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ सेन्ट्रल रेलवे, सिकन्दराबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, 1-हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 11-2-97 को प्राप्त हुआ था।

[संख्या एल-41012/136/93-आई आर(बी०आई०)] पी०जे० माईकल, डैस्क आंधकारी

New Delhi, the 12th February, 1997

S.O. 705.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, I Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of

South Central Railway, Secunderabad and their workman, which was received by the Central Government on the 11-2-1997.

[No. L-41012|136|93-IR(B.1)] P. J. MICHAEL, Desk Officer

## **ANNEXURE**

BEFORE THE INDUSTRIAL TRIBUNAL-I
AT HYDERABAD

## PRESENT:

Sri V. V. Raghavan. B.A., LL.B.,

Industrial Tribunal-I.

Industrial Dispute No. 62 of 1995 Dated: 27th day of January, 1997

#### **BETWEEN**

Sri S. Nagesh, H. No. 6-3-1240/145/1, Opp: Rajbhavan Road, Somajiguda, Hyderabad.

..... Petitioner

#### AND

South Central Railway, Secunderabad.

, . . . . . Respondent

## APPEARANCES:

Sri A. T. M. Ranga Rajan and Sri G. S. V. Seshu, Advocates for the Petitioner.

Sri A. K. Jayaprakash Rao, Advocate for the Respondent.

## **AWARD**

The Government of India, Ministry of Labour, New Delhi made a reference to this Tribunal by its Order No. L-41012|136|93-IR(B.1) dated 1-6-1995 under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 for adjudication of the industrial dispute mentioned in its schedule which reads as follows:

- "Whether Shri S. Nagesh, Ex. Employees of CAO(G) Bunglow was forced to sign the resignation letter dated 15-6-91? If so, to what relief is the workman entitled?"
- 2. The petitioner workman filed a claim statement contending as follows: The Petitioner was appointed as Substitute Bunglow Peon and posted to work in Bunglow of Deputy Chief Accounts Officer Smt. Usha A. Kumar. He was regularised as Bunglow Peon on 4-4-1991. He was made to attend to household work. He was not given leaves. His request for transfer to office was turned down. He was warned for absence from duty without giving any notice to him. When he wanted to take

leave on 15-6-1991 due to sickness, Sri T. T. Ashok Kumar the husband of Smt. Usha A. Kumar dictated some Roman Alphabeta and asked the Petitioner to write the same representing that it is an application for leave. The Petitioner received a letter on 18-6-1991 from the Financial Advisor cum Chief Accounts Officer, South Central Railway stating that the Petitioner's resignation was accepted. Till then he does not know he submitted a resignation letter. He studied upto VIth Standard in Telugu medium. The Officer and her husband obtained the resignation by mis-representation. He had no intention to resign the job. The resignation letter was accepted though the Petitioner did not give statutory notice and did not mention his resignation. There was collusion between the Officer and the Senior Financial Advisor. So the Tribunal may set aside the order dt. 18-6-1991 as illegal and order for reinstatement of the petitioner into service with continuity of service and other benefits.

- 3. The Respondent filed a counter admitting the appointment of the Petitioner as Bunglow Peon and contending as follows: The Petitioner was never made to attend to household work of the Officer. He was absent from duty without leave. He himself resigned his job and the resignation was not dictated to him, by the Officer or her husband. The resignation was accepted and the Petitioner received the terminal benefit of Rs. 430.00. He made a belated application to the Regional Labour Commissioner. The reference is liable to be rejected.
- 4. The workman examined himself as W.W. I and filed Exs. W1 to W5. Nobody was examined on behalf of the Respondent though two months time and five adjournments were given. So the evidence was closed and this Award is passed on the material available on record.
- 5. The point for consideration is whether the Petitioner was forced to sign the resignation letter dt. 15-6-1991 and (2) to what relief.
- 6. Point: The following facts are proved from the pleadings and evidence oral as well as documentary. The Petitioner was appointed as Substitute Bunglow Peon on daily wage from 4-4-1988. He was attached to the bunglow of Deputy Financial Advisor and Chief Accounts Officer (Construction) Headquarters Smt. Usha A. Kumar is the concerned Officer. When the Petitioner completed 180 days of employment he was brought on menthly rate of wages from 1-10-1988 on a basic pay of Rs. 750.00 plus allowance by Ex. W1 order dt. 4-11-1988. He was confirmed as such from 4-4-1991 by Ex. W2 dt. 22-4-1991. When this Bunglew Peon is ence brought on scale of pay and they acquire rights, they start to avoid the work and want to work in office only and not in Bunglow. He was absent from duty for three days. He was warned as per Ex. W3 letter dt.

22-8-1990. When he was confirmed in 1991 he wanted to avoid the household work of the officer and wanted to go away to office. He states that the Officer did not agree for the same. In fact in Ex. W2 it was mentioned that he is not liable to be transferred to other establishment till the present Officer is transferred. Smt. Usha A. Kumar continued to work but this man does not want to attend to household work and wants to attend to office work so that he may sit idle. So he appears to have started to give trouble to the Officer.

- 7. The Petitioner was said to have given the original of Ex. W5 resignation letter on 15-6-1991. It was accepted by Ex. W4 letter dt. 18-6-1991 by the Senior Accounts Officer (Administration). The Petitioner was also paid the wages for 15 days, the Provident Fund and Earned Leave. Then he approached the Conciliation Officer in August, 1991, and the dispute was referred in 1995.
- 8. The version of the Pctitioner in hte claim Statement as well as the evidence is that when he asked for leave on 15-6-1991, the Otticer and her husband talked in a low tone and made him to write some capital letters in English representing that it is leave letter and ultimately he found from Ex, W4 dt. 18-6-1991 that it is a resignation letter. He also states that he studied VIth Standard in Telugu Medium and he does not know English. He never wanted to resign his job. Nodoubt there is discrepancy between the pleadings and the evidence. The Petitioner stated in the claim statement that the husband of the Officer dictated the capital letters whereas the petitioner deposed in this Tribunal that the Officer herself dictated the English alphabeta. None-the less his evidence remained unrobutted. The Officer did not examine herself to deny the evidence of the Petitioner. Sri A. K. Jayaprakash Rao, the learned Counsel for the Respondent represented to the Tribunal that this particular officer Smt. Usha A. Kumar though continues to work in Secunderabad, refused to give evidence. above circumstances, the unrebutted evidence of the workman has to be accepted.
- 9. I, therefore, hold that the resignation letter was obtained by fraud.
- 10. Point No. 2: In the result, an Award is passed directing the Respondent to reinstate the Petitioner as Bunglow Peon with continuity of service but without back wages. The Petitioner is entitled wages from one month after the publication of this Award or date of reinstatement whichever is earlier.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 27th day of January, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

## Appendix of evidence

Wi'ness examined for Petitioner

Witness examined for Respondent

W.W. 1 S. Nagesh

NIL

Documents marked for the petitioner

- Ex. W1 4-11-88 Appointment order issued to S. Nagesh on daily rates of pay.
- Ex. W2 22-4-91 Regularisation of services of W.W. 1 w.e.f. 4-4-1991.
- Ex. W3 22-8-90 Letter issued to W.W. 1 warning and treating the absence from 20-8-90 as unauthorised absence.
- Ex. W4 18-6-91 Acceptance letter of the resignation of W.W. 1.

Ex. W5 ... Xerox copy of resignation of W.W. 1.

Documents marked for the Respondent NIL

नई दिल्ली, 14 फरवरी, 1997

का जा जा 706 .-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नींडरन रेलके, लखनऊ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट की प्रकाणित करनी है, जो केन्द्रीय सरकार की 13-2-97 की प्राप्त हुआ था।

[संख्या एल → 41012/62/91 – आई०आर० (डी०पू०)] पी०जे० मार्डकल, **डैर्**क **अधिका**री

New Delhi, the 14th February, 1997

S.O. 706.—In pursuance of Secion II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workman, which was received by the Central Government on the 13-2-1997.

[No. L-41012|62|91-IR(DU)]

P. J. MICHAEL. Desk Officer

## **ANNEXURE**

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUS-TRIAL TRIBUNAL-CUM-LABOUR COURT. PANDU NAGAR. KANPUR

Industrial Dispute No. 52 of 1992 In the matter of dispute:

#### **BETWEEN**

Zonal Working President, Uttar Railway Karamchari Union, 96/196 Roshan Bajaj Lane, Ganesh Ganj, Lucknow,

#### AND

Senior Divisional Mechnical Engineer, Northern Railway, Lucknow.

#### **AWARD**

1. Central Government, Ministry of Labour, vide its notification No. 41012|62|91|I.R.(D.U.) dated 6-3-92 has referred the following dispute for adjudication to this Tribunal for its adjudication—

Whether Senior DME Northern Rly., Lucknow is justified in terminating the services of Sh. Yadunath Singh, Sub-Fitter Khallası w.c.f. 4-10-80? If not, what relief the workman concerned is entitled to?

- 2. The concerned workman Yadunath Singh has alleged in his claim statement that he was employed as Sub-Khallasi in Loco Shed Lucknow of opposite party Northern Railway on 1-1-80 and he continued to work there upto 4-9-81 when his services were determined by Loco Foreman Lucknow. His termination is bad as no notice pay or one month's notice was given to him.
- 3. The opposite party has filed reply in which it has been alleged that concerned workman was never appointed as claimed by him at all by any authority of railway. Instead by fraud a large number of persons were shown to have been engaged by playing fraud upon the railway administration. When this fraud came to knowledge all such persons were removed from service. Question of payment of notice pay or compliance of provisions of Industrial Disputes Act, 1947. does not arise in such case.
  - 4. In the rejoinder nothing new has been said.
- 5. In support of his case the concerned workman has examined himself and has stated that he had worked from 1-1-80 upto 4-9-81. In his cross 509 GI/97—6

examination he has admitted that he was never issued any service card nor any wage slip. Satish Chand Gupta, Office Superintendent II Loco Shed M.W. 1 has said that the workman was never engaged. In my opinion, had concerned been actually employed by any authority of the railway he would have been issued service card and further also been paid wage through wage slips, which is a condition in a case of an employee appointed by an authority of Railway. Because of this reason I disbelieve the version of the workman and come to the conclusion that concerned workman was never engaged at all. Instead his so called employment is a product of manupulation and fraud. Such a person cannot be said to be duly engaged employee of the opposite party Northern Railway. Hence, question of compliance of any provisions of law before termination of his services would not apply. Hence, my award is that the concerned workman was rightly ousted from the services of the railway and he is not entitled for any relief.

## B. K. SRIVASTAVA, Presiding Officer

## नई दिल्ली, 14 फरवरी, 1997

का०आ० 707 .—- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुपरण में, केन्द्रीय सरकार यूनियम बैंक आफ धींउपा, लखनाउन के प्रश्नसक्तें के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आंद्योगिक विवाद में केन्द्रीय सरकार आंद्योगिक अधिकरण, जानपुर के पंचपट की प्रकाशित क्राती है, जो केन्द्रीय सरकार को 13-2-97 को प्राप्त हुआ था।

[संख्या एल-12011/48/94-आई०लाए० (शि० 2)] पी०नै० मार्ड स्टा, डैस्ट अधिकारी

New Delhi, the 14th February, 1997

S.O. 707.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India, Lucknow and their workman, which was received by the Central Government on 13-2-1997.

[No. L-12011/48/94-IR (B-II)] P. I. MICHAEL, Desk Officer

## ANNFXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 27 of 1995

In the matter of dispute:

#### **BETWEEN**

General Secretary, Union Bank Staff Association UP-3/192 Viram Khand Gomti Nagar, Lucknow.

#### 'VD

Dy. General Manager, Union Bank of India, Zonal Office Sharda Tower II Kapoorthala Complex Aliganj, Lucknow.

#### AWARD

1. Central Government Ministry of Labour, vide its Notification No. L-12011/48/94-IR (B-II) dated 20 2-95 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Union Bank of India Lucknow in effecting recovery from the salaries of Sri Tarlok Singh and 27 others armed guards as per new fitment formula w.e.f. 13-2-92 without giving notice u/s. 9-A of the I. D. Act, is legal and justified "If not, what relief are the workmen concerned emitted to ?

- 2. The case of Tarlok Singh and 27 other workmen is that they are Ex-servicemen and working as guards. Their fitment was done according to rules at the time of entrance in service. The management have adopted a policy in 1992 according to which they have decided to effect recoveries from the salary of the concerned workmen on the premises that their fitment have been wrongly done and pay has been paid in excess. Their case is that this amount to change in condition of service which cannot be done without affording opportunity to them.
- 3. The opposite party has filed renly. In para 7 of the written statement it has been specifically alleged that in view of clarification issued by the Government of India the bank is not making any recovery for the period prior to 13-3-92.
- 4. From the above concession made by the bank it becomes clear that there is no longer any dispute between the parties.
- 5. My award on the basis of above concession is that management is not justified in effecting recovery of salaries from the concerned workman w.e.f. 13-2-91 and they will not do so without affording opportunity to them as stipulated in Section 9-A of I. D. Act. 1947.

B. K. SRIVASΓAVA. Presiding Officer

## नई दिल्ली, 14 फरवरी, 1997

का०आ० 708:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया, लखनऊ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 13-2-97 को प्राप्त हुआ था।

[संख्या ऍल-12012/405/94-आई०आर० (बी०-2)] पी०जे० माईकल, **ए**स्क अधिकारी New Delhi, the 14th February, 1997

S.O. 708.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal. Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation the management of Central Bank of India Lucknow and their workman, which was received by the Central Government on 13-2-1997.

[No. L-12012/405/94-IR (B-2)] P. J. MICHAFI, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA. PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. PANDU NAGAR. DEOKL PALACE ROAD, KANPUR

Industrial Dispute No. 55 of 1995

In the matter of dispute:

BETWEEN

Sri Krishna Chand C/o K. K. Rastogi, C o Wastrad Bajaj Faizabad.

AND

Regional Manager, Central Bank of India, 73 Hazaratganj Lucknow.

#### AWARD

1. Central Government, Ministry of Labour, New Delhivide its Notification No. L-12012/405/94-IR (B-II) dated 24-5-94, has referred the following dispute for adjudication to this Tribunal—

Whether Sri Krishna Chandra Yadav, waterman was an employee of the Central Bank of India? If not so whether the action of the bank management in terminating his services w.e.f. 6-2-93 was legal and justified? If not what relief is Sri Yadav entitled to?

- 2. The concerned workman Krishna Chandra Yadav in his claim statement has alleged that he was engaged as waterman on 1-7-87 at main branch of opposite party bank at Faizabad. He was required to nerform the duties of a peon. He worked there from 1-7-87 upto 1993 intermittently. Any how he had completed more than 240 days in a year preceding 6-2-93 i.e. the date of termination. Further juniors to him like Sunder Lul and Munna Lal were retained in service. Further Government of India Ministry of Finance had written a letter dated 16-8-92 directing the bank to give opportunity the persons like the concerned workman for employment. The bank has not Jone so.
- 3. Opposite party Central Bank of India has filed reply in which it is alleged that concerned workman was running a canteen in the bank premises. He was never engaged in the branch. Thus there was no relationship of master and servant between the two. Thus question of compliance of provisions of Industrial Disputes Act, does not arise.
  - 4. In the rejoinder nothing new has been said,
- 5. The concerned workman Krishna Chandra Yadav WW-1, has stated that he was engaged as Chaprasi on 1-7-87 and worked upto 6-2-93. No notice pay and retrenchment compensation was given to him. Munna Lal was engaged after his retrenchment. In his cross examination he has stated that his attendance was not marked in the attendance register. He was paid wages through vouchers. In the end he has denied the suggestion that he was running a canteen.
- 6. Moti Gurnani MW-1 is Senior Manager of the Bank. He-has stated that concerned workman was running a canteen in the bank premises and he was not employed

in the bank. There is no cross-examination except that in Ext. M-9 there is interpolation in date. In my opinion, the case of the concerned workman that he was engaged as peon is not correct. His case and evidence stands belied by Ext. W-1 which is a letter dated 20-8-92 by branch manager to Regional Manager. In this letter the concerned workman has been mentioned to have been engaged for serving water to the staff. Since it is the document of the workman he is bound by it. The case of the management that the concerned workman was running canteen is also belied by it. belied by it.

- 7. Hence I come to the conclusion that concerned workman was not engaged as peon. Instead he was engaged as waterboy. Such type of job is not mentioned in the bipartite Settlement. That shows that the working for which the concerned workman was engaged was of temporary nature. He has failed to prove the number of days for which he had worked preceding the date of termination. In its absence his retrenchment cannot be said to be in breach of Section 25-F of I. D. Act. Any how he has stated that after his termination Munna Lal has been engaged. There is no rebuttal of this fact hence, I accept it. Thus it is satablished that there has been here has been engaged. established that there has been breach of Section 25-H of I. D. Act.
- 8. The concerned workman has also sought the relief of re-employment on the basis of direction of Central Government letter dated 16-8-90. I am not inclined to entertain this plea as it is beyond the scope of reference.
- 9. As the concerned workman was not employed at a post which is not to be found in the bank, there will be no question of reinstatement in service. At the most he will be entitled for compensation in lieu of reinstatement.
- 10. Accordingly my award is that the concerned workman is entitled for compensation Rs. 10,000 in lieu of reinstatement

B. K. SRIVASTAVA. Presiding Officer

## नई दिल्ली, 14 फरवरी, 1997

का०आ० 709:--- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक, फैजाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट की प्रकाणित करती है, जो केन्द्रीय सरकार की 13-2-97 की प्रध्त हुआ था।

> [मंख्या एल--12012/170/94-आई०आर० (बी०-I)] पी०जे० **माईकल, डैस्क अधिका**री

New Delhi, the 14th February, 1997

S.O. 709.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank Faizabad and their workmen, which was received by the Central Government on 13-2-1997.

> [No. L-12012/170/94-IR (B-I)] P. J MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 77 of 1994

In the matter of dispute:

#### BETWEEN

Sri Shiv Shanker Yadav, C. o O. P. Nigam 295/367 Dindayal Road, Asharfabad. Lucknow.

AND

Regional Manager, Punjab National Bank, Chowk Faizabad.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/170/94-IR (B-II) dated 31st August, 1994, has referred the following dispute for adjudication to this Tribunal-

Whether the action of the Punjab National Bank Faiza-Yaday casual workman w.e.f. March 1987. October 1988 is jusified? If not to what relief is the said workman entitled to?

- 2. The concerned workman Shiv Shanker Yadav in his claim statement has alleged that he was engaged as a pech at Gosaiganj Branch of the opposite party in District Faiza-bad, from 1-7-86 to 31-3-1987, intermittantly. In all he had worked for 206 days thereafter he was again engaged from 16-6-87 upto 28-10-87 Sundays and holidays during the period included and if it is done it will be obvious that concerned workman had worked for more than 240 days in a year. Hence his retrenchment is had because of breach of Section 25-F of I. D. Act. There is also breach of Section 25-G and H of I. D. Act.
- 3. The opposite party has filed reply in which it has been alleged that the concerned workman had worked from 1-7-86 upto 31-3-87 as casual worker and generator operator intermittantly. He had never worked from 10-6-87 upto 29-10-87. He was asked to work as and when the work was available. He was not doing any work of permanent nature. He had not completed 240 days in a year,
  - 4. In the rejoinder nothing new has been said.
- 5. The concerned workman had not adduced any evidence to prove that he had also worked from 10-6-87 upto 29-10-87. It is common ground that he had worked from 1-3-86 upto 31-6-87. The concerned workman Shiv Shanker Yaday MW-1 has stated that he used to do the work of permanent nature as peon. He used to deliver vouchers register and also used to serve ten to the staff. In his cross examination he has stated that he was paid wages through vouchers. In the case of electricity follows he used to operate generator as well. He was daily rated worker.
- 6. T. S. Panickar MW-1 is the Senior Manager of the bank. He has stated that concerned workman used to do work of casual nature. He never worked as peon. He did not work at despatch seat. In his cross examination he has admitted that vouchers relating to the payment of concerned workman are lying in office. Thus it will be seen that the concerned workman has made specific statement that he used to do working of despatching vouchers and registers to the staff and also used to serve them tea. There is no specific denial of it. This working is done by a peon of a permanent nature. Hence my finding of the the received the staff and also used to serve them tea. that the concerned workman was performing work of permanent nature. If he used to operate generator as well in case of failure of electric it will not change the nature of the employment.
- 7. The concerned workman has stated that in between 1986 unto 31-3-87 he had worked for 206 days whereas T. S. Panicker MW-1 has stated that he had worked for

203 days during this period. Admittedly Sundays and holidays have not been included in it. It has already been held that the concerned workman was attending the work of permanent nature. Hence Sundays and holidays should also be included for the purposes of counting the number of working days, as has been held in the Case of H. D. Singh Versus Reserve Bank of India, Lab IC, 1986 (SC). Thus by doing so it is proved that the concerned workman has completed for more than 240 days in a calender year.

- 8. The concerned workman has pleaded that at the time of retrepchment he was not paid notice pay and retrenchment compensation. This fact has not been denied by the management witness. Accordingly this fact is established. It amounts to breach of Section 25-F of I. D. Act. This in turn would vitiate the termination of the concerned workman.
- 9. There is no evidence worth the name to prove breach of Section 25-G and H of I. D Act.
- 10. In the end my award is that the retrenchment of the concerned workman is bad fog want of compliance of Section 25-F of 1. D. Act and he is entitled for reinstatement with back wages from the date of reference.

B. K. SRIVASTAVA, Presiding Officer

## नई दिल्ली, 14 फरवरी, 1997

का०आ० 710:— आंबोिंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आंफ बड़ौदा, फतेहपुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक जिवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 13-2-97 को प्राप्त हुआ था।

[संख्या एल-12012/255/93-आई०आर० (बी० I)] पी०जे० माईकल, क्रेस्क अधिकारी

New Delhi, the 14th February, 1997

S.O. 710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Baroda, Fatehpur and their workmen, which was received by the Central Government on 13-2-1997.

[No. L-12012/255/93-IR (B-I)]
P. J. MICHAEL, Desk Officer

#### **ANNEXURE**

BEFORE SRI B. K. SRIVASTAVA PRFSIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 25 of 1994

In the matter of dispute:

## BETWEEN

Sri Nageshwar 127/M-1 W-1 Saket Nagar, Kanpur-208014.

#### AND

Regional Manager Bank of Baroda
2-II Gautam Civil Lines, Fatchpur-212601.

#### AWARD

- 1. Central Government, Ministry of Labour, vide its Notification No. L-12012/255/93-JR (B-II) dated 2-3-94, has referred the following dispute for adjudication to this Tribunal—
  - Whether the claim of Sri Nageshwar, Ex. Temporary Peon that the management of Bank of Baroda, Fatehpur was not justified in terminating his services with effect from 15-5-90 is correct. Whether the action of the management in not providing Sri Nageshwar an opportunity for permanent employment as envisaged in the Approach Paper circulated by the Ministry of Finance is justified? If not what relief is the concerned workman entitled to?
- 2. The concerned workman Nageshwar in his claim statement has alleged that he was engaged by Branch Manager of Hathgaon Branch as a peon on 8-8-89 to do duties of permanent employee. He worked there upto 15-5-90 in oroken period for a period of 85 days. Although the working was of permanent nature, the concerned workman was paid on daily wages in order to deprive him the benefit of temporary worker. It was an act of unfair labour practice. Lateron the concerned workman on 18-5-90 was again employed and worked upto 10-6-90 in broken period and an this way in all he had worked for 103 days. There has been breach of Sections 25-F, G and H of I. D. Act in dispensing with his services. It is further alleged that Government of India had issued letter No. F-3/3/104/87-IR dated 16-8-90 by virtue of which the bank's were directly to employees who had worked after 1-1-82 in broken periods for re-employment. The applicant was not given this opportunity for which he was entitled.
- 3. The opposite party has filed lengthy reply. The substance of their objection is that concerned workman was appointed as waterboy, he did not work continuously, he was employed to do work which was of temporary nature. In fact he had himself stopped coming from 16-5-90. At present there is no vacancy in the branch. The two certificates Ext. W-1 and W-2 were relied upon by the concerned workman are fabricated.
- 4. In the rejoinder the new factual plea raised in the written statement have been donied still earlier stand made in the claim statement has been reiterated.
- 5. In support of his case the concerned workman has examined as Nageshwar as MW-1 besides he had relied upon Ext. W-1 and W-2 the two certificates issued by the bank and the representation dated 4-9-91. In rebuttal the management examined its clerk Shivmohan Prasad MW-1 besides Ext. M-1 to M-22 copies of vouchers have been filed.
- 6. There is no evidence worth the name to show that the concerned workman had left the job of his own. Thus this issue regarding abondonment based on the plea of management is decided against them.
- 7. Admittedly the concerned workman had not completed 240 days in a year, hence question of breach of Section 25-F of I. D. Act does not arise at all. Hence finding in this regard is against the concerned workman. There is no evidence worth the name to show that juniors to the concerned workman were retained in service, hence plea of breach of Section 25-G I. D. Act goes against concerned workman.
- 8. Now we may consider the plen of breach of Section 25-H of I. D. Act. In the claim statement no name was mentioned who could be said to have been employed after cessation of work by the concerned workman. For the first time in the evidence the concerned workman has stated that Dharmendra was engaged. This fact has been denied by the management on oath. As this name was not disclosed in the written statement. I do not accept the statement of the concerned workman. It is therefore held that there has been no breach of Section 25-H of I. D. Act.

- 9. Contrary Ext. W-1 is the certificate which shows that concerned workman was engaged from 8-8-89 to 5-8-90 to do job work. Whereas Ext. W-2 shows that the concerned workman was engaged to clear accumulated arrears of balancing. This shows that the concerned workman was not doing any work of permanent nature. Hence question of practising of unfair labour practice by the management against the workman does not arise. The bank is certainly entitled to engage workers clear the work which may arise from time to time on daily basis. As said earlier it cannot tentamount to unfair labour. Hence this plea is also overruled.
- 10. Lastly it may be considered as to whether concerned workman was entitled for benefit of letter dated 16-8-90 issued by the Government of India. Its copy is on record. The copy of this letter is on record. It gives the cut off date as 1-1-1982. Further it applies to temporary employees in the clerical cadre and subordinate cadre. As already been shown the concerned workman has not been engaged as temporary. Instead he was engaged to clear the accumulated working on casual basis as daily rated workman. In my opinion, according to guide line of this letter do not apply to the case of the workman. Hence the management rightly did not give opportunity for reemployment on the basis of this letter.
- 11. Thus all the points having been decided against the concerned workman, my award is that the termination of the concerned workman was justified and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

## नई दिल्ली, 14 फरवरी, 1997

कार्ल्यार 711:—- औद्योगिक विवाद ग्रीधिनयम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार बनारस स्टेट बैंक, वाराणसी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक ग्रीधकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-97 को प्राप्त हुआ था।

[संख्या एल—12012/159/92—प्राई०ग्रार०(बी०-2)] पी०जे० माईकल, डैस्क ग्रधिकारी

New Delhi, the 14th February, 1997

S.O. 711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure. in the industrial dispute between the employers in relation to the management of Benares State Bank Varanasi and their workman, which was received by the Central Government on 13-2-1997.

[No. L-12012/159/92-IR (B-II)] P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 104 of 1992

In the matter of dispute :

#### BETWEEN

Nathu Singh C'o B. P. Saxena,

127/191 WI Saket Nagar Kanpuc,

#### $\Lambda ND$

General Manager,

The Benares State Bank Sankat Mochan Marg, Lanka Varanasi.

#### AWARD

- 1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/159/92-IR (B-II) dated 2/3-9-92 has referred the following dispute for adjudication to this Tribunal—
  - Whether Sri Nathu Singh was a workman of Benares State Bank Limited? If so whether the action of the management Benares State Bank Ltd. in terminating the services of Sri Nathu Singh w.e.f. 15-10-89, was justified? If not, to what relief Sri Nathu Singh is entitled to?
- 2. The concerned workman Nathu Singh has alleged that he is an Ex-Armynan. He was employed by opposite pury Benares State Bank on 19-4-89 as gunman with the intervention of Bhootpurva Sainik Sangthan Varanasi. He was being paid Rs. 850 per month. He was posted at Chibramagn Branch. His services were abruptly brought to an end on 18-10-89. Although the post of permanent nature and vacancy had occurred as a result of transfer of Hiralal Yadav. It is an unfair labour practice. Further there had taken place a negotiation by virtue of which the concerned workman and other persons were taken in service. In this connection the concerned workman was called for interview on 23-11-89 but he was not selected as in the discharge certificate he was noted as 'fair' instead 'good'. Later on he got these entries corrected and yet in view of this settlement he had not been provided with the job.
- 3. The opposite party has filed reply in which it has been alleged that the concerned workman was contract labour. There was no relationship of Master and Servant between them. Hence question of compliance of provision of Industrial dispute did not arise. As regards terms of settlement it is alleged that the concerned workman was not found suitable hence he was not selected.
  - 4. In the rejoinder nothing new has been said.
- 5. At the outset it may be mentioned that the claim of the applicant for reemployment on the basis of settlement has not been referred to this Tribunal in any manner. Hence it is foreign to the present reference. As such in view of specific bar under Section 10(4) of I.D. Act this plea is not being considered at all.
- 6. There is Ext. M-18 the agreement dated 17-9-88 between Bhootpurva Sainik Sangthan and the opposite party bank by virtue of which this sangthan had agreed to provide guuman at various branches. This clearly deals that there was a contract between Bhootpurva Sainik Sangthan and opposite party bank for providing guuman. It is conceded in the claim statement that he was employed through this agency. This fact has been conceded by Nathu Singh WW-1 himself. Besides A. B. Ghosh MW-1 has also proved this fact. Apart from this there application and other papers of the concerned workman to show that he was employed through the agency of Bhootpurva Sainik Sangthan.
- 7. Thus my finding is that concerned workman was not directly employed by the opposite party bank. Instead he was a contract labour and there can be no manner of doubt that contract labour cannot be termed as direct employee of the principal employer. Accordingly he is not held to be the employee of opposite party bank. As such there is no question of applicability of any provision of Industrial Disputes Act, 1947, in the applicant's case.
- 8. Hence my award is that the action of the management of Benares State Bank Limited in not taking work from the concerned workman after the termination of contract is justified. The applicant is not entitled for any relief.

## नई दिन्ती, 14 फरबरी, 1997

कारुआर 712 — औद्योगिक विवाद श्रिष्ठित्यम, 1917 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक, दः माल, कानपुर के श्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुशंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक श्रिष्ठित को श्रकाशित करनी है, जो केन्द्रीय सरकार को 13-2-97 को श्राप्त हुआ था।

[संस्था एल-12012/762/87-की  $\Pi$  ए] पीठजेठ मार्डकल, डैस्क ग्रधिकारी

New Delhi, the 14th February, 1997

S.O. 712.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kangur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank, 8he Mall, Kangur and their workman, which was received by the Central Government on 13-2-1997.

[No.L-12012|762|87-D.H A] P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR CAURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 111 of 1988

In the matter of dispute:

## BETWEEN

Sri S. C. Chaturvedi,

Secretary Punjab National Bank Staff Congress 126/167/7-K Block, Kidwai Nagar, Kanpur.

AND

Regional Manager, Punjab National Bank, The Mall, Kanpur.

#### AWARD

Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/762.87-D.II (A) duted 26th August, 1988 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Punjab National Bank in denying the employment to Sri R. N. Pandey as peon-cum-Waterman in Kanpur Main Branch is justified? If not, to what relief the workman concerned is entitled?

- 2. There was one Hindustan Commercial Bank Limited. Its existence came to an end by virtue of its being amalgamated with the opposite party Punjab National Bank. The concerned workman has claimed relief on the basis of being employee of erstwhile Hindustan Commercial Bank Limited. Since the opposite party is the successor of that bank this claim has been made against the opposite party Punjab National Bank,
- 3. The concerned workman R. N. Pandey, in his claim statement has allowed that he was appointed as peon cumwaterman on 11-5-84 to do permanent nature of work by the erstwhile Hindustan Commercial Bank Limited and he

- worked there in broken periods upto 31-5-85. In all he had worked for 308 days, hence he could not be retrenched without complying with the provisions of Section 25-F of Industrial Disputes Act. 1947. As this has been done his retrenchment is bad in law. Besides this retrenchment has also been assailed on the ground of breach of Section 25-G and H of I. D. Act.
- 4. In the written statement the management bank opposite party has denied that the concerned workman was engaged on permanent post. Instead he was engaged as a casual labour to do certain specific work/job. In para (6) of the written statement it has been specifically alleged that two penals of candidates were prepared by the erstwhile Hindustan Commercial Bank Limited and the concerned workman was posted on the basis of this panel. It is further alleged that the concerned workman has worked for 22 days from 1-5-84 to 6-4-85 and for 13 days from 1-5-85 to 18-5-85, thus he had not completed for more than 240 days. Accordingly provisions of Section 25-F of I. D. Act are not attracted. It is denied that breach of Section 15-G and 25-H of I. D. Act, has been made.
- 5. In the rejoinder the new factual pleas raised in the written statement has been denied.
- 6. In this case there are two main points which need consideration. First is that as to whether the concerned workman was engaged to do permanent nature of work and the second point is that as to whether the concerned workman has completed 240 days in a year preceding the date of his retrenchment.
- 7. As regards first point there is specific statement of the concerned workman R. N. Pandey WW-1 that he was engaged to do permanent nature of work. None of the witnesses of management S. Kapoor MW-1 and Santosh Srivastava MW-2 have denied it. Apart from the above, case of the concerned workman finds strength from the averments made in the written statement that the concerned workman was appointed on the basis of panel prepared by the erstwhile Hindustan Commercial Bank. It is the own version of the bank that candidates of such panel are given appointment in order to acquaint them with the regular course of business of the bank. Thus it is successfully proved that the concerned workman would have been engaged to do permanent nature of work. It is held accordingly.
- 8. As regards the second point the concerned workman R. N. Pandey has stated that he had completed 308 days in a year which fact has been denied by the aforesaid two witnesses of the management bank. However, they have admitted that payments was made through vouchers. In this regard it will be pertinent to mention that the concerned workman had requested the management to produce all the relevant vouchers for ascertaining the number of days he had worked. My learned predecessor instead of directing the management to file those vouchers vide order dated 30-4-93 ordered for joint inspection. On the basis of this order first inspection was made on 29-2-96, from 11-5-84 to 31-1-85. It is startling to note that although the name of worker has been given there other than Raj Narain Pandey the concerned workman but receipients of wages has been shown as Raj Narain Pandey the concerned workman. It shows that the management has played fraud by writing fake names and actually taking work from the concerned workman and paying wages to him. Further it shows that concerned workman during this period has worked for '2 days. Joint inspection note further reveals that inspection of further record from 1-1-85 was not shown to the concened workman. It is the case of the workman that during the last 4 or 5 months pre-ceding the date of his retrenchment he had continuously worked. It appears that in order to get themselves exposed the management purposely did not supplied further vouchers from 1-2-85 for inspection. I am inclined to draw inference that had it been shown it would have gone to substantiate the plea of the concerned workman. Hence drawing adverse inference I hold that he had worked continuously during this period. Thus his number of working days goes much beyond 240 days in a year. On this basis it is held that concerned workman has completed 240 days in a year preceding the date of his retrenchment. Admittedly no retrenchment compensation and notice pay was given to the concerned workman his retrenchment is had for non-compliance of provisions of Serting 25 E at 1. D. 44, 1914. sions of Section 25-F of I. D. Act. 1947.

- 9. There is no proof of the facts which could establish that there has been breach of Section 25-G and H of I. D. Act. Hence these pleas are decided against the concerned workman for want of proof.
- 10. Accordingly my award is that the concerned workman's retrenchment from service was bad in law and the management of Punjab National Bank who have stepped into the shoes of Hindustan Commercial Bank Limited are liable to reinstate the concerned workman in service, and to pay him back wages at the rate at which the concerned workman was lastly paid.
  - 11. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

## न र दिवली, 1-) प्रस्वरी, 1997

का०ग्रा० 713 .--- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार राष्ट्रीय किसान ग्रामीण बैंध. मणिपुरी के प्रबन्धतंद के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय मरकार औद्योगिक प्रधिकरण, कानपुर के पंचपट को प्रकाणिन करनी है, जो केन्द्रीय मरकार को 13-2-97 को प्राप्त हम्रा। था।

[संख्या एल—12011/116/91-मार्ट०मार० बी०-Ш] पी०जे० मार्टकल, इस्क म्राधकारी

New Delhi, the 14th February, 1997

S.O. 713.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal. Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kshetriya Kisan Gramin, Bank Manipur and their workman, which was received the Central Government on 13-2-97.

[No. L-12012/116/91/LR. B-III] P. J. MICHAEL, Desk Officer

#### **ANNEXURE**

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 47 of 1993

In the matter of dispute:

BETWEFN:

Rajendra Singh Yedav, M/s. Peoran TV House. Karhal Road Mainpuri U.P.

AND

The Chairman Kshetriya Gramin Bank. Kachharhi Road Mainpuri U.P.-205001.

#### AWARD

Central Government, Ministry of Labour, vide its notification No. L-12012/116/91-IRB.III dated 17-5-93 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Kshetriya Kisan Gramin Bank, Mainpuri, in terminating the services of Sri Rajendra Singh Yadav w.e.f. 9-7-83 was legal and justified? If not to what relief the workman is entitled to and from which date?

- 2. The case of the concerned workman Rajendra Singh Yadavis that he was engaged by the opposite party Kshetriya Kisan Gramin Bank on 1980. The concerned workman was appointed as Assistant Cashier on 23-11-81. He worked there upto 22-4-1983 whereafter he was transferred to Asrohi Branch. He worked there upto 24-6-83. He had applied for leave for 25-6-83 to 7-7-83. When after availing leave he was not allowed to join this amounts to termination. It is in breach of section 25F of LD. Act, hence termination is bad.
- 3. The opposite party has filed reply in which the the validity of reference has been challenged. It has been specifically denied that the concerned workman had continuously worked for the period mentioned in the statement of claim. Still it has been maintained that his appointment was of casual nature.
  - 4. In the rejoinder noting new has been said.
- 5. In support of his case the management filed Ext. M.1 to 4 but no oral evidence was adduced. On the other hand the workman Rajendra Singh Yadav has examined himself and has stated that he had continuously worked from 23-1-81 upto 9-7-83. He has denied suggestion that he was appointed for any fixed period. In rebuttal there is Ext. M-1 application of the workman for adhoc appointment whereas Ext. M-2 and M-3 are applications for extention of period. Fxt. M-4 is application dated 18-4-83 for joining at the bank, It has been urged on behaly of the management that it would show that the concerned workman was given appointment for fixed period. I do not agree with this contention. The tenure of appointment letter would go to show that the work was of permanent nature and concerned workman by way of unfair labour practice was not given appointment for indefinite period. Instead it was made for the fixed period to deprive the concerned workman of the benefit of working at regular post. It has been already boserved above that it was Unfair Labour Practice and on this base it cannot be said to be a case of employment for fixed period. Indeed from the unrebutted evidence of the concerned workman it has been established to the hilt that he had worked for 240 days in a year and yet he has not been paid retrenchment compensation and notice pay as required under provisions of I.D. Act.
- 6. Hence my award is that termination of the concerned workman is bad in law being in breach of section 25F I.D. Act. As such the concerned workman is reinstated in service but without back wages because of belated reference.

B. K. SRIVASTAVA, Presiding Officer

## नई दिल्ली, 17 पावरी, 1997

का०ग्रा० 714. — औद्योगिक विवाद ग्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार मेंन्ट्रल मोइल और वाटर कन्मर्वेशन रिमर्ख इंस्टिट्यट के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निर्दिग्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक श्रधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-97 को श्राप्त हम्रा था।

[संख्या एल-12012/288/90-आई०न्नार०(डी०यू०)] नेज्वी०बी० उण्णी, डैस्क ग्राधकारी

New Dolhi, the 17th February, 1997

S.O. 714.—In pursuance of Section II of the Industrial Disputes Act. 1947 (14 of 1947). the Central Government hereby publishes the Award of the Central Government Industrial Tribunal. Kannur as shown in the Annexure. in the industrial dispute between the employers in relation to

the management of Central Soil & Water Concervation Research Institute and their workman, which was received by the Central Government on 17-2-97.

[No. L-42012/288/90-IR(DU)] K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRÎVASTAVA, PRESIDING OFIFCFR CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR. KANPUR

Industrial Dispute No. 196 of 1991

In the matter of dispute : BETWEEN :

Sri Kirti Ram.

C/o. Surendra Singh,

2/236 Namneir Agra-208001.

#### AND

Officer Incharge.

Central Soil & Conservation Research Centre,

Research Training Institute, 37 Purani Vijay Nagar, Colony Agra-282001.

#### AWARD

- 1. The Central Government. Ministry of Labour, vide its notification No. I.-42012/288/90/I.R.(D.U.) dated 19-11-91 to 5-12-91 has referred the dispute for adjudication to this Tribunal:—
  - Whether the officer In Charge Central Soil and Water Conservation Research Instt. Research Training Instt. Agra is justified in terminating the services of Sri Kirti Ram son of Sri Tej Singh w.e.f. 1-1-87? If not what relief the workman concerned is entitled to?
- 2. The concerned workman Kirti Ram has alleged that he was engaged by the opposite party Centrol Soil and Conservation Research Institute Agra in 1976 as casual worker. He continued to work there upto 1-1-87 without break. I.D. Case No. 38 of 89 is pending in this Tribunal for regularisation of 28 workmen. During the pendency of this reference the concerned workman has been removed from service which amounts to change in service condition. One Virendra Pal was also removed from service but he was taken back in service on 19-7-89 on the basis of settlement before AIC(C) A notice was sent by the representative of the concerned workman on 8-3 90 but no reply was given. He was not paid retrenchment compensation and notice nay hence termination is bad. Further one Badan Singh by name has been engaged who is under age.
- 3. The opposite party has filed reply in which it has been alleged that the concerned workman has worked upto 1979 thereafter he did not work at all. Concerned workman was not a party of I.D. No. 38 of 89, hence question of change in service condition did not arise. As the concerned workman has not completed for more than 240 days, question breach of section 25F Of I.D. Act does not arise. The concerned workman has filed reply in which the facts alleged in the claim statement has been denied.
- 4. In support of his case the concerned workman has filed Ext. W.1 the reference order of L.D. No. 38 of 89 Ext. W-2, the copy of settlement reparding Virendra Palland Ext. W-3 copy of letter dated 8-7-90 send by Sri Surendra Singh to the apposite party. Besides Kirti Ram has examined as W.W.1.
- 5. The opposite party has filed Fyt. M-1, the certificate issued by G. C. Sharma to show that concerned workman has worked from November, 76 to December, 1979. Further

- Ext. M-2 is the list attached with reference No. 38 of 89. Apart from this Jai Pal Singh Tech Officer M.W.1 has been examined.
- 6. Ext. W-1 is the copy of reference order of I.D. No. 38 of 89 whereas Ext. M-2 is the list of workmen who were involved in this reference. The name of the concerned workman is not to be found in it. Hence it is clear that the concerned workman was not a party to this reference. As such if during the pendency of this case the concerned workman has been retrenched it will not amount to change in condition of service. Ext. W-2 is the settlement regarding Virdenra Pal. Even if it is found that Virendra Pal has been taken in service principle of Equality will not be applicable as it is not known as to since when Virendra Pal was working. Under what circumstances his services were dispensed with is not clear. Principle of equality will apply where two persons are placed in similar circumstances. Here is it not so. Hence reemployment of Virendra Pal will not benefit the case of concerned workman in any manner.
- 7. Now it will be seen of the concerned workman had worked unto 1-1-87 when his services were terminated. The concerned workman in his evidence has stated that he has worked continuously from 1976 to 31-12-86 and his services were terminated on 1-1-87. In his cross examination he has depied the suggestion that he has worked unto 1979. Jai Pal Singh M.W.1 has stated that concerned workman has worked unto 1979 and thereafter he worked unto 1979. The case of the management finds surport from certificate Ext. M-1 which shows that concerned workman worked unto December. 1979 and his services were anoreciated. Such certificate was issued after cessation of work. Further the language of this certificate would go to show that the concerned workman had been working notice to issuance of this certificate. Hence on the basis of this certificate coupled with evidence of Jai Pal Singh I compute the conclusion that the concerned workman had worked unto December 1979 and not upto 31-12-86. Hence the conce of the workman that he was removed from service from 1-1-87 is not correct. When the converned workman was not removed on 1-1-87, question of breach of sec 25F of I.D. Act does not arise at all.
- 8. In the end for the above reasons award is that removal from service of the concerned workman is justified and he is not entitled for any relief.
  - 9 Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

न<sup>्</sup> दिल्ला, 17 फरवरी, 1997

कार्ल्याल . 715: — औद्योगिक विवाद ग्रिधिनियम. 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार सीलड्ब्यूल्पील्यार ल्एसल पुणे, के प्रबन्धनंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पूणे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 17-2-97 को प्राप्त हुन्ना था।

[संख्या एल- 42012/92/95---प्रार्ध ग्रार ही यू] के०वी०बी० उण्णी, जैस्क ग्रधकारी

New Delhi, the 17th February, 1997

S.O. 715.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, PUNE as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of C.W.P.R.S., Pune and their workman, which was received by the Central Government on the 17-2-1997.

[No. L-42012/92/95-IR (DU)] K. V. B. UNNY, Desk Officer.

## ANNEŅURE

## BEFORE SHRI S. G.-KADAM, ANDUSTRIAL TRIBUNAL. AT PUNE.

Reference (IT) No. 24/1996.

#### BETWEEN

The Director, CW and PRS. Khadakwasla. PUNE: 411024. ...FIRST PARTY.

#### AND

The Secretary, Contral Water and Power Research Station Kamgar Sangharana, Khadkwasla, PUNE 411024, ... SECOND PARTY.

In the matter of ; General Demands,

#### APPEARANCES:

Smt. S. D. Kulkarni, Astt. Government Pleader, for the Pirst Party.

Second Party absent.

#### AWARD

This is a reference referred by the Central Government under clause (e) of sub-section (1) and sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947,

2. The parties were duly served by the notices. The First Party has appeared in this reference. However, the Second Party has remained absent deliberately. It is submitted that, the same reference has also been admitted before C.A.T., Bombay. Therefore, it is prayed on behalf of the First Party that, the present reference may kindly be disposed off as there is a bar of Section 11 of C.P.C. i.e. res-judicata. However, the reference before Central Administrative Tribunal is still pending. So, the question of res-judicata does not arise. However, Second Party has deliberately remained absent and in absence of Statement of Claim this Court is not in position to dispose off the reference. In such circumstances, I pass the following order.

#### ORDER

- Reference (IT) No. 24/1996 is hereby disposed off for want of prosecution.
- (2) No order as to costs,

#### PUNE :

DATED: 24th December, 1996.

S. G. KADAM, Industrial Tribunal,

## नई दिल्ली, 13 फरवरी, 1997

का० ग्रा०716:—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार एफ़० सी० ग्राई० के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक ग्रिधिकरण, धनबाद नं० 1 के पंचाट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 10-2-97 को प्राप्त हुन्ना था।

ं [सं० एल–22012/239/एक/91~ग्राई श्र:र (सी-II)] बी० एम० डेविड, ईंस्क ग्राधकारी New Delhi, the 13th February, 1997

S.O. 716.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Dhaubad No. I, as shown in the Aunstrue, in the industrial dispute between the employers in relation to the management of F. C. I, and their workman, which was received by the Central Government on the 10-2-1997.

[No. L-32012/239/P/91-IR (C. II)] B. M. DAVID, Desk Officer,

#### **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 22 of 1992.

PARTIES: Employers in relation to the management of Food Corporation of India.

#### AND

Their Workmen.

PRESENT: Shri Tarkeshwar Prasad, Présiding officer.

APPEARANCES:

For the Workmen Shri Bir Prakash, Asstt. Manager. Shri V. Kumar, State Jt. Secrétary.

State: Bihar. Industry: Food.

Dated, the 8th August, 1996.

#### AWARD

By Order No.L-22012/239/F/91-1.R.(C-II) dated, the 4th March, 1992, the Central Government in the Ministry of labour has, in exercise of the powers conferred by clause (d) of subsection-1 and sub-section-(2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudigation to this Tribunal:

- "Whether the action of the management of Food Corporation of India in not regularising Sri Ram Kumar Singh, Casual employee of Food Storage Depot, Dhanbad, in the light of Headquarters Circular dated 6.3.87 with all other benefits equal to regular Class IV workman is justified? If not, to what relief the workman is entitled to?"
- 2. The concerned workman/sponsoring union has stated that the concerned workman, namely, Ram Kumar Singh. was working at Food Storage Depot, Chirkunda from 15.12.83 as casual employee engaged by the Food Corporation of India and he was working as water carrier/messenger/labourer till February 1985 and on closure of the said depot he was shifted to Food Storage Depot, Dhanbad in March, 1985 and since then he was working there in the same capacity It is further pointed out that as per Circular dated 6.5.87 of the F.C.I. management the services of all casual workmen who worked for 90 days or more on or before 2.5.86 were to be regularised against Class III and IV posts according to their qualification and as per said Circular as many as 75 casual workmen were regularised in Class IV watchmen. It is further pointed out that minimum qualification for class-IV except sweeper is Class 7th pass and for Class-III except typists and stenographers it is graduation and the said workman was graduate and fulfilled all the conditions of the said

circular but he was not regularised as watchman in class IV or III which is quite unjustified. Some junior employees to him were also regularised and appointed as watchmen but the said workman was being victimised and his juniors were getting salary of Rs.2200 per month besides other benefits whereas the said workman was getting only Rs.300 to Rs.350 per month and other incidental benefits were also not being given to him.

- 3. It is also said that he filed several representations through the Asstt.Manager (Depot), Food Storage, Dhanbad which were recommended and forwarded to the management but his services were not regularised and he was being exploited by the management. It is also said that this workman was performing the same duty as that of Class IV workman since 15.12.83
- 4. Thereafter the case of the said workman was taken up by the sponsoring union and it was represented before the management and dispute was raised but of no result, hence this reference for regularisation of the concerned workman against Class III or Class IV as per qualification and pay of wages and other benefits from the date of his employment i.e. 15.12.83,
- 5. The management appeard and filed written statement and rejoinder to the statement of the workman stating, interalia, that as per circular dated 6.5.87 the casual employee of those workmen who worked as and when required and engaged for full eight hours duty per day and they are different from casual workmen who worked for few hours on a day and they were part time employees. It is said that full time casual employees/daily rated employees were covered by the the said circular and not part time casual employees and the concerned workman being part time casual employee he was not eligible for regularisation of his service. It is said that the said workman was engaged on part time casual employee at Chirkunda depot during the period from 15.12.83 till the year 1985 and worked as water carrier and some other work for 1 or 2 hours daily and he was not requirded working for full day, rather he was working 15 to 20 days in a month. It is further said that after closure of the service at Chirkunda he came to Dhanbad Depot and was engaged by the management in the year 1986 May as part time casual worker and worked for 48 days to 211 days per year during the period from 1986 to 1991. There was also not availability of job so that he could have been employed as full time worker on Class IV post and the present strength of the regular employees at Dhanbad Depot is more than requirement and the concerned workman was given work as and when required just to help him to earn something and there was no scope for his regularisation as Class III or IV employee.
- 6. The points taken by the workman in his written statement have been categorically denied as being said not correct or not admitted and it was fully satated that the concerned workman was not entitled for any relief/reliefs and award may be passed accordingly.
- 7. I further find that a rejoinder was filed by the workman to the written statement of the employer disputing the contentions of the management parawise and it is said that the statement is totally wong and it is incorrect to say that he was working as part time worker rather he was working as full time worker with effect from 15.12.83 and he was continuing full 30 days in a month to his duty and he has completed more than 240 days within calendar year as required under Sec.25-F of the I.D. Act and it was fully stated that the plea of the management be rejected and award be pussed

in favour of the workmen as per relief/icliefs payed by him in his written statement.

- 8. The point for consideration is as to whother or not the action of the management of Food Corporation of India in not regularising the said workman, Ram Kumar Singh in view of Circular dated 6.5.87 was justified?
- (b) If not, to what relief or reliefs the concerned workman is entitled?
- 9. I further find that both the workman and the management have examined eral witnesses in support of their case.

As many as 6 witnesses have been examined on behalf of the management, they being MW-1 Ram Chandra Prasad, MW-1 K.N. Choudhary, MW-3 Jai Kant Mishra, MW-4 Ambika Singh, of F.C.I., Dhanbad, MW-5 Ravindra Nath who worked in Dhanbad Depot of F.C.I. from June 1990 to September, 1992 as Asstt. Manager and MW-6 Mahbob, Ali who was Incharge of Dhanbad Depot from August, 1984 to April, 1986 and he could not say as to whether the said workman was working at F.C.I. Food Storage Depot, Dhanbad or not. However, he stated that Chirkunda Depot was also within his jurisdiction.

- 10. MW-1 has stated that the said workman was working only 3 or 4 hours a day depending upon the nature and volume of work and MW-2 has stated that the said warkman worked 20 to 25 days in a month, MW-3 has proved Ext. M-1 prepared by him and the said workman did not work for 240 days in a year and he was not doing the work of wagon cleaning and other works. Similarly MW-4 stated that the said workman worked 15 to 18 days in a month whereas MW-5 has stated that he worked 2 to 5 hours a day but he used to be paid full days wages for the days he worked as per minimum wages rules. He has further stated that the statement in Ext. M-1 relates to the year from 1986 to 1991. He has also admitted that the concerned workman was described as casual labourer and not partime casual labourer. Ext. W-2 was signed by him and J. K. Mishra. Technical Asstt. Gr. I. He has further said that the workman worked for brushing and other works.
- 11. On behalf of the workman WW I the concerned workman himself and WW-2 Ram Lakhan Prasad, Asst. Gradel of F.C.I. at Patna have been examined and the latter have proved Ext. W-18 and he has further stated that 2 to 3 months back the management had regularised 3 of 4 casual workmen in the post of watchmen. He was examined in October. 1994. WW-1 has fully supported his case as made out in his written statement. He has further proved Ext. W-8 series and Ext. W-3 series as well Ext. W-10. He has denied that he had worked only 3 to 4 hours a day and he was a part time worker.
- 12. A number of documents have been filed and the management have filed Ext. M-1 which is photo copy extract of attendance chart of the concerned workman from the period 1986 to 1991 and his working days have been shown varing from 84 days to 211 days in a year.
- 13. On the other hand, a number of documents have been filed on behalf of the workmen which are Ext. W-1 photo copy of statement of casual employees dated 12-8-87 and Exts. W-2 to W-4 are similar statements for different years. Ext. W-5 series are the signatures of different persons on the statements produced by the workman, Ext. W-6 is the said circular dated 6.5.87 and Ext. W-7 series are photo copies of absentee statement of different months from July. 1984 to July, 1985. Ext. W-8 series are handwriting of Ambika Singh and Ext. W-10 is representation of the concerned workman dated 22-6-89. Ext. W-11 is photo copy of staff rosition of Bihar Region as on 31-8-94 and Exts. W-12 to W-16 are photo copies of different letters and Fxt. W-17 is photo copy of award dated 27-3-92 of Central Goyt, Industrial Tribunal No. 2, Dhanbad.

14. From these exhibits it has been tried to be shown by the sponsoring Union that the workman was working as full time casual employee and the statement prepared by the management itself has shown the workman as full time casual worker and as admitted by MW-4 and MW-5 payment was being made to the said workman for full day's wages as per minimum wages rule for the days he worked. It is also submitted that vide Ext. W-11 and W-18 there is sufficient number of vacancies in Class III and Class IV posts and Ext. W-7 series also go to show that he has worked for more than 90 days prior to 6-5-87 circular issued by the management (Ext. W-6) and he was quite eligible for being regularised in Class VI employee. The concerned workman was a granduate and even juniors to him have been employed as Class IV employee as Watchman but he has been victimised and discriminated by the management.

- 15. My attention has also been drawn on behalf of the sponsoring union to the authorities reported in AIR 1986 Supreme Court page 584 (Surinder Singh and another VS. The Engineer in Chief, C.P.W.D. and others) and AIR 1990 SC. page 371 (Bhagwati Prasad VS. Delhi State Mineral Development Corporation) where it has been held by their Lordships of Hon'ble Supreme Court "equal pay for equal work and this doctrine is required to be applied to persons employed on a daily wage basis and they are entitled to same wages as are paid to similarly employed employees". In the authority of AIR 1990 S.C. 371 it has again been held by their Lordships—"Confirmation of daily rated worker cannot be refused on the ground that they did not possess requisite qualification and they would be entitled to pay equal to persons employed on regular basis". It is also submitted that vide Ext. W-17 which is photo copy of the award passed by the Central Govt. Industrial Tribunal No. 2. Dhanbad in Ref. No. 103/91 in which the management of F.C.I., Patna was directed to regularise the service of the concerned workman. The case of the present workman is said to be on similar footing and it is submitted that he be allowed regularisation of service with full back wages as given to other employees. It is clear that the action of the management was unfair labour practice and serious exploitation of the labour of the concerned workman as was being paid polty amount of Rs. 350 to Rs. 400 whereas the other co-workers whose services were regularised were getting Rs. 2200 and above and/or in some cases upto Rs. 4000.
- 16. It is also submitted that the concerned workman possesses requisite qualification and as per Ext. W-7 series he has completed more than 90 days on the stipulated date whereas Ext. W-6 there was number of vacancies existing with the management vide Ext. W-11 and W-18.
- 17. On the other hand, it is submitted on behalf of the management that the concerned workman was casual part time worker and he was employed for 2 to 4 hours on the casual way and he did not fulfil requisite of Circular Ext. W-6 and as such he was not entitled for regularisation of his service. It is also submitted that he has not completed 90 days of work as stipulated in Ext. W-6.
- 18. However, I find that the management's witness (MW-1) examined on behalf of the employer, thereby admitted that payment was being made to the concerned workman for full days work and not for part time work and monthly absentee statement Ext. W-7 series on which payment was made to the concerned workman goes to show that payment was being made for 18 days, 19 days, 22 days and so on monthwise to the concerned workman during the period from July, 1984 to July, 1985 and these exhibits have been duly signed by the authorities of the management which was admitted by MW-3 and which is also clear from Ext. W-7 series. Similarly existing vacancy position vide Ext. W-11 which was duly signed by the authority of the management and also Ext. W-18 goes to show that there was vacancy in Class-IV watchman category. As such there is no merif in the plea taken by the management that there was no vacancy existing in Class IV category and that the concerned workman did not fulfil the requisite as noted vide Fxt. W-6. I also find much force in the plea of the workman that he should be paid similar wages for the similar work

- which he was doing as other co-workers as held by the Hon'ble Supreme Court in the above noted authorities.
- 19. Accordingly, the point raised on behalf of the workman is replied in affirmative and the action of the management in not regularising the services of the concerned workman is held not justified. So far relief claimed by the concerned workman the management of F.C.I. is directed to regularise his service from 1st of March, 1992 when this reference was initiated with all full back wages and other benefits in Class IV category.
- 0. Accordingly, the following award is rendered—The action of the management of Food Corporation of India in not regularising Sri Ram Kumar Singh. Casual employee of Food Storage Depot. Dhanbad, in the light of Headquarters Circular dated 6-5-87, is not justified. The management of F.C.I. is directed to regularise the services of the concerned workman, Ram Kumar Singh, with effect from 1st March, 1992 in the category of class IV employee with full back wages and other benefits.

There will be no order as to the cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 13 फरवरी, 1997

का०भा० 717:— औद्योगिक विवाद म्रिधिनियम, 1947 (1947 का 14) की धारा 17 के मनुसरण में, केन्द्रीय सरकार एस सी सी एल० के प्रबन्धतन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, मनुबंध में निद्धिट औद्योगिक विवाद में औद्योगिक म्रिधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 11-2-97 को प्राप्त हुमाथा।

[सं॰ एल-22012/85/88-डी ÎV(बी)पीटी] वी॰एम॰ डेबिड, डैस्क ग्राधकारी

New Delhi, the 13th February, 1997

S.O. 717.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S. C. C. Ltd., and their workman, which was received by the Central Government on the 11-2-1997.

[No. L-22012/85/88-D, IV (B) Pt.]B. M. DAVID, Desk Officer.

#### **ANNEXURE**

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri A. Hanumanthu, M. A., LL. B., Industrial Tubunal-I.

Dated: 7th day of May, 1996.

MISCELLANEOUS PETITION NO. 2 OF 1995.

ıN

INDUSTRIAL DISPUTE NO. 10 OF 1989 (10/89) BETWEEN:

Beri Anjaiah, Hauler Operator MVK 5 Incline Bellampalli Area, Shivaji Nagar, 2nd Floor, P.O. Madaram-\$40220.

#### AND

The General Manager (Projects), Singareni Collierles Company Limited, P. O. Bellampalli, District Adilabad. ... RESPONDEN C.

#### APPEARANCES:

Sri B. Gangaram, Representative for the Petitioner Sri M. Venkateswar Representative for the Respondent.

#### AWARD

This, application is filed under Section 33-A of the Industrial Disputes Act, 1947 (hereinafter called the Act) to set aside the order of dismissal passed against the Petitioner and to reinstate him into service with back wages.

2. The material averments in the petition are as follows:---

The Petitioner Beri Anjaiah was working as Hauler Operator in the Mahavir Khani No. 5 Incline in Bellampalli Area of the Respondent-Company. He had put in 18 years of service in the Respondent-Company in various capacities. The Petitioner was issued with a charge sheet dated 10/22-2-1994 alleging that he remained absent for a period of 165 days in the calendar year 1993. The Petitioner participated in the enquiry and submitted that he could not attend to duty regularly in the year 1993 due to family troubles and that he gave an assurance that in future he will attend to duty regularly. The General Manager of the Respondent-Company issued a show cause notice dated 20-10-1994 for imposing the punishment of dismissal from service and the petitioner was directed to submit his representation within 7 days. The Petitioner received the said notice on 4-11-1994 and he went to the office of the General Manager with his representation dated 10-11-1994. But unfortunately the General Manager was not available for 10 days. Therefore he gave a representation to the Personnel Manager in the office of the General Manager. Without considering his representation, the General Manager of the Respondent-Company imposed the punishment of dismissal from service w.e.f. 23-11-1994. The industrial dispute in I. D. No. 10/89 is pending before this Tribunal and the Petitioner is one of the concerned workman in the said dispute. The Respondent-Management has violated the provisions of Section 33(2)(b) of the Act as no petition has been filed before this Tribunal for approval of its action in dismissing the petitioner from service, the Management also failed to pay one month's wages alongwith the dismissal order as per the provisions of Section 33(2)(b) of the Act. Hence the order of the Respondent-Management in dismissing the petitioner from service, is liable to be set aside and the petitioner may be reinstated into service with

3. On behalf of the Respondent Company a counter has been filed to the following effect. The application is purported to be one under Section 33-A of the Act. Section 33-A deals with contravention of provisions in Section 33 during the pendency of the proceedings before the Industrial Tribunal. It pre-supposes that the employer has contravened the provisions of Section 33 during the pendency of the proceedings. Section 33 provides that conditions of service shall remain unchanged during the pendency of the proceedings. It is not clear from this petition whether the contention of the Petitioner is violation of Section 33(1) or 33(2) of the I. D. Act. The dispute in I. D. No. 10/89 has nothing to do with the dismissal of the Petitioner. That dispute relates to non-payment of wages to the workmen for 14-7-1987 and 16-7-1987. The petitioner was working at Bellampalli where there was mass casual leave on 16-7-1987 by the Officers. The Petitioner was an habitual absentee. He was absent regularly practically throughout his service. So the question of the petitioner being aggrieved by the Management of not paying him wages on 16-7-1987 does not arise. So there is no dispute about the non-payment of wages on 16-7-1987 to the Petitioner Hence the Petitioner has no concern whosoever in the dispute in I. D. No. 10/89. The dismissal of the petitioner was due to his regular absence. The action taken by the

Management was for the absence of the Petitioner from 1991 to 1994 and the Petitioner was present for 55 days in 1994, 81 days in 1992, 26 days in 1993 and 28 days in 1994. The Petitioner has not made out any case for allowing the petition. Hence the petition is liable to be dismissed.

- 4. On behalf of the Petitioner, W. W. 1 and W. W. 2 are examined and Exs. W-1 to W-5 are marked. On behalf of the Respondent-Management M. W. 1 and M. W. 2 are examined and Exs. M-1 to M-7 are marked. The petitioner got himself examined as W. W. 1 and he deposed to the averments in the petition. W. W. 2 is a co-worker of the Petitioner and he deposed that on 16-7-1987 himself and the petitioner attended the Mines and booked for attendance but the Mine did not work due to mass casual leave of the Officers as a protest against the murder of an officer in Godavarikhani, that all the workers waited in the Mine upto 5.00 P. M. and thereafter lock out was declared and all the workers went home and that they were not paid wages for 16-7-1987. M. W. 1 is the Deputy Personnel Manager and M. W. 2 is the Senior Personnel Manager working in the Respondent Company and they deposed to the avernments in the counter. The details of the documents Fxs. W-1 to W-5 and M-1 to M-7 marked on behalf of the Petitioner and the Respondent are appended to this Award.
  - 5. The points for consideration are as follows :-
    - (1) Whether the present petition is not maintainable under Section 33 of the I.D. Act as contended by the Respondent Management?
    - (2) Whether the order of the Respondent-Management, dismissing the petitioner from service w.e.l. 23-11-1994 is liable to be set aside?
    - (3) Whether the Petitioner workman is entitled for reinstatement into service with back wages as claimed in the petition?
    - (4) To what relief the Petitioner workman is entitled?
- 6. Points (1) & (2).—The admitted facts as revealed from the evidence on record are as follows: The petitioner Beri Anjaiah was appointed in the Respondent Company as Badii Filler and absorbed as Coal Filler on 13-3-1977. He was promoted as Trammer in 1982 and later on he was promoted as Hauler Operator in 1987 and posted to work in M.V.K. 5 Incline. According to the petitioner, he met with an accident while on duty on 29-1-1983 and his left hand got fracutured and he was hospitalised for six months.

The Petitioner was issued a charge sheet dt. 10/22-2-1994 (Exs. W1 and M3) alleging that he remained absent for a period of 165 days in the calendar year 1993, that it amounts to misconduct under Company's Standing Order 16(4) and he was directed to submit his written explanation within three days of the receipt of the suid charge sheet as to why severe disciplinary action should not be taken against him. The Petitioner submitted his explanation dt. 25-2-1994 (Exs. W2 and M4) stating that due to some unforeseen family problem he could not concentrate on regular duties and as such he could not attend to his duties regularly and he requested to consider his case sympathetically and to take lenient action and he promised that he will attend to his duties regularly in future. The Respondent Management, not satisfied with his explanation, ordered regular enquiry and appointed T. Malla Reddy (M.W.2) as the Enquiry Officer. Ex. M7 is the xerox copy of the order dt. 2/6-8-1993 appointing M.W.2 as the Enquiry Officer to conduct departmental enquiry against the Petitioner herein. M.W.2 conducted the enquiry and the Petitioner herein participated in the enquiry. The Petitioner himself cross examined the witnesses examined on behalf of the Management. The Petitioner also got himself examined as witness on his behalf. Ex. M5 is the enquiry proceedings conducted by M.W.2 After completing the domestic enquiry, M.W.2 submitted his report Ex. M6 holding the charges as proved against the Petitioner. Thereafter the disciplinary authority i.e. the Respondent herein sent the letter dt. 20-10-1984 alongwith the enquiry proceedings (Ex. W3) to the Petitioner calling for this representation against the finding contained in the enquiry property within 7 days from the date of positive property within 7 days from the date of positive periods. enquiry report within 7 days from the date of receipt

of that letter. According to the Petitioner, he submitted his representation (Ex. W4) dt. 10-11-1994 in the office of the Respondent. The Respondent ultimately by his proceedings dt. 15/16-11-1994 (Ex. W5) imposed the punishment of dismissal from service of the Company w.e.t. 23-11-1994 against the petitioner, and the petitioner was advised to approach the office of the Colliery Manager NVK 5 incline for settlement of his final accounts. It is also admitted that on 16-7-1987 the Respondent-Management declared lockout in Bellampalli Ragion as the Officers went on mass casual leave as one of their Officer was mur-dered. As the Management failed to pay the wages to the workmen for the lockout period, a reference in I.D. No. 10 of 1989 was made to this Tribunal. During the pendency of I.D. 10/89 relating to the Payment of wages for the lockout period to the workmen, the Petitioner was dismissed from service as stated supra for the proved misconduct of absent from duty for a period of 165 days in the calendar year 1993. Challenging the said order of dismissal, the petitioner has come up with this application under Section 33-A of the I.D. Act.

- 7. The learned representative for the Petitioner submits that the impugned order of dismissal of the petitioner has been passed in contravention of Section 33 of the Act, that the Respondent ought to have filed an application for approval of its action under Section 33(2)(b) of the Act and as such the impugned order of dismissal is hable to be set aside and the petitioner is entitled for reinstatement into service with back wages. The learned representative for the petitioner also contends that the punishment of dismissal from service is disproportionate to the proved missassal from service is disproportionate. conduct on the part of the petitioner and as such the punishment is excessive and the same is liable to be set aside. The learned Law Officer of the Respondent Management, on the other hand, submits that the present petition under Section 33-A of the Act is not maintainable as the petitioner is not the concerned workman in I.D. No. 10/89, that the petitioner was absent from duty on 16-7-1987 when lock out was declared, that the petitioner was an habitual absentee and he does not deserve sympathy and that an application under Section 33(2)(b) of the Act is not necessary for taking action against the petitioner and that the punishment imposed on the petitioner is also not excessive and the petitioner is liable to be dismissed.
- 8. Admittedly this petition has been filed under Section 33-A of the Act challenging the order of dismissal passed against the petitioner on the ground that it has been in contravention of Section 33 of the Act. The conditions precedent to be satisfied before filing an application under Section 33-A of the Act are as follows :-
  - (1) There should have been a contravention by the Management concerned of the provisions of Section 33 of the Act;
  - (2) The contravention should have been during pendency of the proceedings before the Labour Court, Tribunal or National Tribunal as the case may be;
  - (3) The complainant should be aggrieved by such contravention:
  - (4) The application should be made to the Labour Court, Tribunal in which the original proceedings are pending. It is also provided in Section 33-A, that Labour Court, Tribunal or National Tribunal, us the case may be, shall adjudicate upon the complaint as if it were a dispute referred for adjudication i.e. like a reference made to it by the anpropriate Government subject to the other provisions of the Act and the authority concerned shall submit its Award to the appropriate Government. Thus under Section 33-A of the Act an employee aggrieved by a wrongful order of dismissal or discharge order in contravention of the service conditions passed against him in contraven-tion of Section 33, nets a right to move the Labour Court or Tribunal directly to redress his greivance without having to take a rather lengthy recourse to Section 10 of the Act, Now it has to be seen whether the impugned order of dismissal of the

petitioner was passed in contravention of the provisions of Section 33 of the Act as contended by the

- 9. Broadly speaking section 33 of the Act imposed a ban on common law contractual right of an employer to alter the conditions of service of a workman or to punish him by dismissal or otherwise during the pendency of proceedings before the Industrial Tribunal. The underlying idea is that when a dispute has been referred to the authority for conclination or adjudication, as the case may be, the employer should maintain the status quo as regards the terms and conditions of employment of the workmen and maintain harmoneous relations so as not to hamper consideration of the dispute in question by the authority concerned. The section however, gives a right to the employer to apply to the authority concerned for lifting the ban stated above and the authority will, in appropriate cases, grant permission or accord approval removing the ban as the case may be, Sub-section (1) of Section 63 of the Act deals with the matters connected with the pending dispute. It lays down that in regard to any matter connected with the dispute, the employer shall not, during its pen-dency before the Conciliation Officer, Court, Labour Court or Tribunal, prejudicially alter the conditions of service applicable to a workman at the time of the commencement of the proceedings or discharge or punish him whether by dismissal or otherwise. The Sub-section also provides that the employer can bring about the change in the conditions of service of a workman or dismiss, discharge or otherwise punish him even in respect of matters connected with the dispute by obtaining previous permission in writing for his proposed action. Sub-section (2) of Section 33 deals with the matters not connected with the pending dispute. Clause (a) to this Sub-section gives liberty to the employer to effect alteration in the terms and conditions of service of a workman if the matter is not connected with the pending dispute. This right would be exerciseable by the employer in accordance with the relevant Standing Orders. Clause (a) of Sub-section (2) does not require an employer to make any approval application for alteration of conditions of service. Under Clause (b) of Sub-section (2) when the employer wants to punish a workman whether by dismissal discharge or otherwise for an alleged misconduct not connected with the main dispute. he can do so in accordance with the relevant Standing Orders, but in such a case he has to make an application for approval to the authority concerned as required under the proviso to Clause (b). Before the authority concerned accords approval it shall have to see that the following three requirements of the proviso to Clause (b) are provided with,
  - (i) There has been dismissal or discharge of a workman,
  - (ii) The workman has been paid one month's wages, and
  - (iii) The employer has made an application for approval of his action to the authority concerned.

10. The learned Law Officer of the Respondent submits that the Petitioner is not the concerned workman under I.D. No. 10/89 and as such the Respondent-Company need not comply with the provisions of Section 33(2)(b) of the Act and the approval for the action taken by the Management against the Petitioner is not required. He also relies on the oral testimony of M.W.1 and the documents Exs.

M1 and M2. As earlier stated, the Respondent-Management declared lockout on 16-7-1987 and according to the Management on that day, the petitioner herein did attend to the duty and as such he was not locked out from duty and therefore he is not the concerned workman in I.D. No. 10/89 which relates to the demand for payment of wages for the lock out period i.e. 16-7-1987 to the workmen. It is settled law that if the workman, who complains under Section 33A of the Act, is not 'workman concerned in the dispute', there would be no contravention of the provisions under Section 33 of the Act. M.W.1 is the Deputy Personnel Manager working in the Respondent-Company since 1994 and prior to that he worked as Welfare Officer and in other capacities since 1978. He deposed on this aspect thus "I.D." No 10/89 relates to demand made by the workers relating to denying full wages and muster for 14th and 16th July. 1987. This remand does not apply to whole Singareni Collieries. The workmen of Bellampalli Project Area worked on 14-7-1987. Beri Anjaiah the petitioner was specified in Bellampalli Area et MVV. 2 Indian Internal 1987. working in Bellampalli Area at MVK 2 Inchine in July 1987.

lle worked on 14-7-1987. The petitioner did not work on 16-7-1987. The Petitioner was absent on 9th, 10th, 13th, 16th to 18th and 25th July, 1987. The Petitioner did 18th mark attendance on 16-7-1987 as he was absent. The petitioner was not paid for 16-7-1987. The petitioner did not make any representation regarding the payment for 16-7-1987, when the payments were made for the month of but as the Officers who were on mass casual leave on 16-7-1987 the Supervisory Staff such as Overmen etc., were authorised to work as Manager on that day which they did not accept. Hence the other workmen were locked out on 16-7-1987 as the Mine has to be managed with statutory persons only. On 16-7-1987 the Officers applied mass casual leave protesting against the murder of one of the Officers. The petitioner did not come to the mine for work on The Petitioner is not entitled for lockout wages for 16-7-1987. The wages were not paid to the other workmen for 16-7-1987. The petitioner is not a concerned workman to the dispute." Through him the attendance register relating for the month of July 1987 has been marked as Ex. MI and the payment sheet for the month of July 1987 as Ex. M2. In his cross examination M.W.1 stated thus: "I know I.D. No. 10/89 is pending before this Tribunal. It is true that the management did not submit application before this Tribunal under Section 33(2)(b) of the Act. Witness adds as it is not required in the case of the petitioner. It is true that the Management did not pay one month wages as he is not the concerned workman. There is no tampering in attendance register in Ex. M1 for The Time Office Clerk will mark the Attendance of the workmen for every shift. The Petitioner was in second shift i.e. from 3.00 p.m, to 11.00 p.m, on 16-7-1987 and he was absent on that day witness again says he was in night shift i.e. from 11.00 p.m. to 7.00 a.m., and he was absent." The Petitioner examined as W.W.1 deposed in this aspect thus: "On 16-7-1987 all Company Officers went on mass casual leave and due to that the mine was locked out. I marked my attendance and came back along-with other workers. I was not paid one month's wages alongwith the dismissal order". In his cross examination it is suggested to W.W.1 that he was absent on 14-7-1987 and 16-7-1987 and he denied the said suggestion. W.W.2 Thodeti Narasaiah is a co-worker working as Trammer in M.K.2 Incline. W.W.2 stated on this aspect thus: "I know very well the petitioner Beri Anjaiah Hauler Operator in M.Y.Y. tor in M.V.K. No. 5 Incline. Both of us have been working as Trammers in M.V.K. No. 2 Incline and later on, due to mine accident, his hands were fractured and he was given job of Hauler Operator. On 16-7-1987 myself and Beri Anjaiah attended to the Mine and booked our attendance but the Mine did not work due to mass casual leave of all the officers as a protest against the murder of an officer in Godavarikhani. All the workers awaited in the Mine upto 5.00 P.M. At 5.00 P.M. lock out notice was pasted and all of us went home. We were not paid the wages for 16-7-1987." It is suggested to this witness in his cross examination that Beri Anjaiah was absent, from 14-7-1987 to 16-7-1987 but the said suggestion has been denied by him. Ex. M1 is the Attendance Register relating to the month of July 1987. The name of Beri Anjaiah is to be found at S. No. 7. For the date of 16-7-1987 against the name of Beri Anjaiah it is marked as 'A' meaning thereby absent. Relying on this. M.W.1 deposed that the Petitioner Beri Anjalah was absent from duty on 16-7-1987.

11. The learned representative for the Petitioner submits that the Management has tampered the entry in the Attendance Register for the date on 16-7-1987, that there are clear marks of rubbing to make out some erraser, that the existing figure '11' has been altered as 'A' to show as if the petitioner was absent and this is crystal clear even to the naked eye, and therefore this entry cannot be relied upon in view of the testimony of W.W.2, that himself and the petitioner attended the Mine on 16-7-1987. There is much force in this contention of the learned representative for the petitioner. Obviously there are some signs of erraser in the column relating to 16-7-1987 in the attendance register Ex. M1 as against the petitioner. It is suggested to petitioner as well as WW-2 that the petitioner was absent even on 14-7-1987, but as seen from the entry

relating to 14-7-1987 the petitioner had worked on 14-7-1987 and 15-7-1987 also. Admittedly M.W.1 is not the person who is the author of Ex. M1. M.W.1 admits in his cross examination that the Time Office Clerk will mark the Attendance of the workmen for every shift. But the said Time Office Clerk is not examined to prove the entry in Ex. M1. For the reasons best known to the Management, he has been kept back from speaking to the entries in Ex. M1. Further M.W.1 gives prevaricating statements with regard to the shift for which the petitioner was scheduled on 16-7-1987. Firstly M.W.1 stated that the petitioner was in second shift i.e. from 3.00 p.m. to 11.00 p.m. on 16-7-1987. Again he says that the petitioner was in night shift i.e. from 11.00 p.m. to 7.00 a.m. Thus M.W.1 had no personal knowledge about the working hours of the petitioner. Therefore his evidence cannot be accepted. On the other hand the oral testimony of W.W.1 has been amply corroborated by W.W.2 who is no other than his co-workman. W.W.2 categorically stated on oath that the petitioner attended to work on 16-7-1987 along with him and that they stayed at the Mine till 5.00 p.m. and they returned back when the Management pasted lockout notice on the board for that day. W.W.2 has been subjected to cross-examination and nothing has been elicited in his crossexamination to discredit his testimony. Hence I do not find any reason to disbelieve the disintered testimony of W.W.2 that the petitioner herein attended to duty on 16-7-1987. Ex. M2 also does not in any way help the case of the Respondent-Management to prove that the petitioner did not atlend to duty on 16-7-1987. This document has been relied to show that the petitioner did not claim wages for 16-7-1987. Admittedly as the lockout was declared on 16-7-1987 no wages were paid to any of the workman of Bellampalli Region. As such the petitioner also could not have claimed his wages for that day and he must be awaiting the result in I.D. No. 10/89 which relates to the demand for payment of wages for the lockout period i.e. 16-7-1987. Hence the document Ex. M2 also does not in any way help the case of the Respondent-Management. The Respondent-Management failed to establish that the petitioner herein is not the concerned workman in I.D. No. 10/89. On the other hand, the evidence on record amply proves that the petitioner is one of the concerned workmen in the said Industrial Dispute pending on the file of this Tribunal. The petitioner herein gets benefitted in 1.D. No. 10/89 if decided in favour of the workmen. Therefore, I have no hestiation to conclude that the petitioner herein is one of the concerned workmen in LD. No. 10/89 and he is one of the beneficiary in this I.D. No. 10/89

> 12. Admittedly, the disciplinary enquiry was conducted against the petitioner for the alleged misconduct of absence from duty for 165 days in the calendar year 1993. M.W.2 is the Enquiry Officer. Ex. W1 and M3 are the xcrox copies of the charge sheet served on the Petitioner. Exs. W2 and M4 are the copies of the explanation submitted by the Petitioner to the said charges. As seen from these documents the Petitioner admits his absence from duty, but he came up with an explanation that due to family trouble he could not attend to duty and he requested for lenient action. Ex. M5 is the enquiry proceedings. The petitioner also got himself examined on his behalf and he admitted his absence from duty and he pleaded for mercy. Ex. W5 is the order of the Respondent-Management in imposing the punishment of dismissal from service w.e.f. 23-11-1994. It is no doubt true that the proved misconduct against the petitioner is un-connected with the dispute in I.D. No. 10 of 1989. It is well settled that all the orders of punishment, whether by dismissal or otherwise imposed on the workman for any misconduct un-connected with the dispute, are covered by Section 33(2) of the Act and would require compliance with the proviso and if an employer discharges or dismisses a workman without making an application for approval of the action of discharge or dismissal and without paying one month wages to the workman as required by the proviso to Section 33(2)(b) of the Act, he contravenes the provisions of Section 33 and It is open to the effected workman to prepare a complaint under Section 33-A of the Act. Admittedly the Respondent-Management did not file an application for approval of its action in imposing the punishment of dismissal from service against the Petitioner. It is also admitted that the Resnondent-Management did not pay one month wages to the petitioner as required by the proviso to Section 33(2)(b) of the Act. Therefore, the Respondent-Management contravened the provisions of Section 33 of the Act and the impugued order of dismissal of the petitioner is liable to be set aside.

- 13. The learned Law Officer of the Respondent Company also submits that if in case the Tribunal finds that there is violation of provisions of Section 33 of, the Act, it should not lead to an Award for relassatement of the petitioner automatically and that this Tribunal must go through the proceedings which could have to be taken under section 10 of the Act and it should be duty of this Tribunal to examine the merits of the case and as the petitioner is addicted to habitual absenteeism, he deserves the punishment of dismissal from service, and that this Tribunal need not interfere with the punishment interfere with the punishment imposed on the petitioner. It is no doubt true that both in his representation as well as in his evidence before the Enquiry Officer, the petitioner admits that he abstained from duty as mentioned in the charge sheet. But it does not lead to an inference that he was habitually absent from duty. Except the bare averments in the counter, the Respondent-Management failed to substantiate that the Petitioner was habitually absent during he previous years also as pleaded in the counter. Further it is pleaded in the counter that the petitioner worked for 55 days in 1991, 81 days in 1992, 26 days in 1993 and 28 days in 1994. But it is suggested to W.W.1 in his cross examination to the contrary. It is suggested to W.W.1 thus: "Q. I put it to you that you are unauthorisedly absent in the year 1991 for 55 days, 1992 for 81 days, in 1993 for 26 days and 1994 for 26 days. What do 81 days, in 1993 for 26 days and 1994 for 26 days. What do you say? Further as seen from the charge sheet the alleged misconduct against the petitioner is that he abstained from duty for 165 days in the calednar year 1993. But it is sugested to W.W.1 in his cross examination to the contrary as if the petitioner attended for duty for 165 days only during the period from May 1993 to December, 1993. Further it is pleaded in the counter that the petitioner worked for 26 days only in 1993 and as seen from the charge sheet the petitioner is said to have abstained from duty for 165 days. known what happened to the other days in the year 1993. Thus the Management has not coming up with correct facts against the petitioner with regard to the days he abstained from duty and the days in which he attended to duty. oral evidence adduced on behalf of the Management is contrary to its pleadings.
- 14. Ex. W4 is the copy of the representation submitted by the Petitioner to the show cause notice Ex. M.W.2 in his cross examination has categorically admitted that the Petitioner Beri Anjaiah has given reply to the show cause notice and that he forwarded the same to the General Manager But as seen from the final order Ex. W5 there is no mention about this reply submitted by the petitioner. On the other hand, it is specifically mentioned that the Petitioner did not approach him to make any representation. Thus the Respondent disciplinary authority failed to consider the representation submitted by the Petitioner to the second show cause notice (Ex. W 3) while imposing the punishment of dismissal from service.
- 15. There is also much force in the contention of the learned representative for the Petitioner that the punishment imposed on the Petitioner is disproportionate to the proved misconduct. Admittedly the Petitioner was found guilty of the misconduct. Admittedly the residence was found gonly of the misconduct of absent from duty for a period of 165 days in the calendar year of 1993. As earlier stated, there is nothing on record to show that the Petitioner was absenting himself habitually during the previous years. The Petitioner had put in 18 years of service. There is nothing on record to show that he was at any time charge sheeted for any other misconduct offence by the Respondent Management. There is also nothing on record to show that he was previously punished for any misconduct offence during the course of his 18 years service. Further it is in the evidence of W.W.1 that in January 1983 he met with an accident while he was on duty and in that accident he sustained fracture to his left hand and that he was under treatment in the Company hospital for six month. This evidence of W.W.1 has been corroborated by W.W.2. There is no reason to disbelied this evidence of W.W.1 and W.W.2. Considering the previous conduct of the petitioner in service and the absence of any earlier disciplinary proceedings and the total length of service rendered by him, I am of the opinion that the nunishment of dismissal from service imposed on the netitioner in excessive and disproportionate to the proved misconduct of the Petitioner and the same is liable to be set aside. In my considered opinion. the incosition of cunishment postponing two annual increments with cumulative effect will meet the ends of justice.

- 16: In the light of my above discussion I hold on Point (1) that the present petition is maintainable under Section 33-A of the I.D. Act, on Point No. 2 that the order of the Respondent-Management dismissing the petitioner from service w.e.f. 23-11-1994 is liable to be set aside and the imposition of the punishment of withdrawal of two annual increments for two years with cumulative effect will meet the ends of justice.
- 17. Point (3).—In view of my finding on Point No. (2) the order of the Respondent Management dismissing the petitioner workman from service w.e.f. 23-11-1994 is set aside. Hence the Petitioner is entitled for reinstatement into service forthwith. As regards the back wages, the petitioner has not adduced any evidence that he was out of job and that he did not earn anything after his dismissal from service. Therefore awarding of 50% of back wages from the date of dismissal from service will meet the ends of justice. Hence I hold on this point that the Petitioner is entitled for reinstatement forthwith with 50 percent back wages from the date of dismissal i.e. 23-11-1994. This point is thus decided in favour of the Petitioner-workman.
- 18. Point (4).—This point relates to the relief to be granted to the petitioner in this petition. In view of my findings on Points 1 to 3, the order of the Respondent Management dismissing the petitioner from service is set aside and the Petitioner is entitled for reinstatement into service forthwith with 50 percent of the back wages from the date of dismissal i.e. 23-11-1994 and the petitioner is imposed with the punishment of withdrawal of two increments for two years with cumulative effect.
- 19. In the result, Award is passed stating that the order of the Respondent-Management dismissing the petitioner from service w.e.f. 23-11-1994 is set aside and the Petitioner is imposed with the punishment of withdrawing two annual increments for two years with cumulative effect and the Respondent Management is directed to reinstate the Petitioner into service forthwith with 50 percent of the back wages from the date of dismissal i.e. 23-11-1994. The Respondent is further directed to pay the arrears of 50 percent back wages within three months from the date of publication of this Award failing which it will carry interest of 12 percent per annum till its payment. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 7th day of May, 1996.

A. HANUMANTHU, Industrial Tribucal

Appendix of evidence

Witnesses examined for the Petitioner W.W.1 Berl Anjaiah W.W.2 Todati Narsiah. Witnesses examined for

Respondent

M.W.1 Hasan Abbas

M.W.2 T. Malla Reddy.

Documents marked for the Petitioner

- Ex. W1 10/22-2-94—Xerox copy of the charge sheet issued to W.W.1.
- Ex. W2 10/22-2-94—Xerox copy of roply to Fx. W1.
- Fx. W3 20-10-94—Letter enclosing the enquiry proceedings issued to W.W.1.
- Ex. W4 10-11-94—Representation given to the General Manager Bellampalli Project.
- Ex. W5 15/16-11-94.—Xerox copy of the dismissal order issued to W.W.1.

  Documents marked for the Respondent
- Ex. M1 July, 1980—Attendance register of MVK No. 2 Incline.
- Ex. M2 July, 1980,-Pay Sheet for July, 1987.
- Ex. M3 10/22-2-94—Charge sheet issued to WW 1.

- Ex. M4 10/22-2-94—Explanation submitted by W.W.1 to Ex. M3.
- Ex. M5 10/22-2-94—Enquiry proceedings conducted by M.W.2.
- Ex. M6 10/22-2-94—Enquiry report submitted by M.W.2.
- Fx. M7 2/6-8-93—Xe<sub>1</sub>ox copy of the appointment order to conduct enquiry in MVK Group of Mines.

## नई दिल्ली, 13 फरवरी, 1997

का०आ० 71 8: — आंक्षोगिक विवाद श्रिष्ठित्यम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रज्य०मी०एव० के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिट आंक्षोगिक विवाद में केन्द्रीय सरकार आंक्षोगिक श्रीधकरण, मुख्यई नं० 1 के पंचाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 11-2-97 की प्राप्त हम्राध्या ।

[सं० एल-22012/162/95-प्रार्ट ग्रार (सी-II)] बी०एम० डेविड, डेस्क ग्रीधिकारी

New Delhi, the 13th February, 1997

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workman, which was received by the Central Government on the 11-2-1997.

[No. L-22012|162|95-IR(C-II)] B. M. DAVID, Desk Officer

## **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI PRESENT

Shri Justice R. S. Verma, Presiding Officer. REFERENCE NO. CGIT-1/40 OF 1995 PARTIES :

Employers in relation to the management of Hindustan Lalpeth Sub Area, W.C.L.

## AND

Their workmen.

## APPEARANCES:

For the Management: Shri B. N. Prasad, Advocate.

For the Workman: Workman present in person

STATE: Maharashtra

Mumbai, dated the 24th day of January, 1997.

#### AWARD

Shri B. N. Prasad for management. Workman Shri Prakash Deotale in person. Since yesterday, a holiday was declared, the case was adjourned to 31-3-1997. But, now both sides have appeared and state that are out of Court settlement has taken place and the same be recorded. The settlement itself has

been verified before ms. The same is taken on record.

I have perused the settlement. In the facts and circumstances of the case, the settlement is reasonable, fair and proper. An award is passed in the terms of the settlement Annexure A. Annexure A shall form an integral part of the award. Award made accordingly.

R. S. VERMA, Presiding Officer

Encl: Terms of settlement.

## BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 BOMBAY

Reference No. CGIT-1/40 of 95

## **BETWEEN**

The Employers in relation to the Management of Sub Area Manager, Hindustan Lalpeth Sub Area, W. C. Limited.

#### AND

Their workmen

Joint Compromise Petition

The parties named above most respectfully submit as under:

- (1) That while the above matter is pending before the Hon'ble Tribunal, the parties have negotiated mutually and arrived at an amicable Settlement.
- (2) The terms and conditions which have been considered by the parties as just and fair to both, have been categorically laid down in the Settlement.
- (3) The Settlement in 6 (six) copies are armexed with this Petition.
- PRAYER—The parties, while filing the Settlement before the Hon'ble Tribunal most respectfully pray that this Settlement may graciously be accepted and Award be given in terms thereof.

Secretary

Sub Area Marriger

B K. M. S. (BMS) Hindustan Lalpeth Sub Area Distt. Chandrapur Hindustan Lalpeth Sub Area for and on behalf of the Employer

Place: Chandrapur Date: 11-96.

BEFORE THE PRESIDING OFFICER CENTRAL COVERNMENT INDUSTRIAL TRIBUNAL NO. 1
BOMBAY

Reference No. CGIT-1/40 of 95

#### **BETWEEN**

The Employers in relation to the Management of Sub Area Manager, Hindustan Lalpeth Sub Area, W.C. Ltd.

#### AND

## Their Workmen

Settlement between the parties

The parties named above most respectfully submit as under :--

- (1) That the Govt. of India, Ministry of Labour, vide its order No. L-22012/162/95-IR(C.15) dated 27-9-95 has referred the above matter to this Hon'ble Tribunal with the following schedule:—
  - "Whether the action of the Management of Sub Area Manager, Hindustan Lalpeth Sub Area, Distt. Chandrapur in not regularising Shri Prakash Deotale in Cat. IV w.e.f. 9-9-84 alongwith his juniors Shri D. D. Khanke and Shri Subhas Borikar is justified or not? If not, to what relief Shri Prakash Deotale is entitled to?"
- (2) That the parties have already filed their respective statement of claim, Written statement and rejoinder etc.;
- (3) That while the parties have lead evidence before the Hon'ble Tribunal, the matter has been re-negotiated and mutually discussed for exploring the possibility of a mutual settlement outside the adjudication proceedings;
- (4) That after a good deal of discussion, the parties have agreed to settle the dispute on the following terms and conditions:—
  - (A) Shri Prakash Deotale shall be deemed to have been notionally regularised toly the post of Electrician Cat. IV w.e.f. 29-6-86, the date on which his juniors namely Shri D. D. Khanke and Shri Subhash Borikar were regularised.
  - (B) As a result of the notional regularisation, Shri Deotale's wages shall be re-fixed in Cat, IV w.e.f. 29-6-86 and shall be made upto date on the date from which the settlement becomes operative.
  - (C) Shri Deotale shall not be entitled for any arrears of wages or other consequential financial benefit from 29-6-86 to the date on which this settlement becomes operative and Shri Deotale will not file any other claim before any other authority on the basis of this settlement.
  - (D) he parties have arrived at this Settlement voluntarily without any co-carcion or intimation on either side and consider it just, fair and proper and equally beneficial to both sides.
  - (E) The parties have agreed that this Settlement will become operative from the date of its acceptance by the Hon'ble Tribunal.
  - (F) The parties have also agreed to file a copy of this Settlement before the Hon'ble Tribun-1 with a prayer for its acceptance and giving the Award in terms of this Settlement.

For the Union Workman

For the Employers

(1) Secretary
Bhartiya Koyla
Khadan Mazdoor
Sangh (B.M.S.)

(1) Sub Area Manager Hindustan Lalpeth Sub Area

(2) Prakash Deotale— (2) Personnel the workman Manager Chandrapur Area.

#### WITNESSES:

- (1) S. MAHTO PM—For the Employers.
- (2) ——For the Union/Workman.

Place: Chandrapur

Date: 11-96.

नई दिल्ली, 13 फरवरी, 1997

का०आ० 719 . जीखोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई नं० 2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-2-97 को प्राप्त हुआ था।

[मं॰ एल-22012/425/94-आई आर (सी-II)] बी॰एम॰ डेविंड, डैस्क अधिकारी

New Delhi, the 13th February, 1997

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumba; No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government of 11-2-97.

[No. L-22012|425|94-IR(C-II)] B. M. DAVID, Desk Officer ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI PRESENT:

Shii S. B. Panse, Presiding Officer Reference No. CGIT-218 of 1995

Employers in relation to the Monagement of Food Corporation of India

#### AND

Their Workmen

APPEARANCE:

For the Employer—Mr. R. V Desai, Advocate,

For the Workmen—No Appearance. Mumbai, dated 27th January, 1997 

## **AWARD**

The Government of India, Ministry of Labour by its Order No. L-22012(425)[94-IR.C-II, dated 24-3-95 had referred to the following Industrial Dispute for adjudication.

- "Whether the action of the management of F.C.I. in effecting recovery of difference in the amount paid against personal pay scale is justified? If not, to what relief the workmen are entitled to?"
- 2. On 21-8-95 the General Secretary, All India Trade Union of Food Corporation Employees and Workers, Bombay filed a statement of claim Exhibit-3. It is averred that in persuance of the order passed by Supreme Court the Government of India had set up a high power committee to go into the question of pay scale and fringe benefits of employees of the public sector undertaking following the pattern of Central Dearness Allowance, including the Food Corporation of India. The committee submitted its report to the Government. The Managing Director of Food Corporation of Ind'a by its orders advised the Zonal Managers, Regional Managers and others to apply the benefit of Personal pay scales to all Food Corporation of India employees as per the recommendations of High Power Pay Committee.
- 3. It is submitted that the management of Food Corporation of India fixed the pay of the employees by applying Personal pay scales as recommended by the committee and paid substantial amount in the form of arrears to the employees. Besides the employees are drawing the benefit of Personal vay scales till date. It is averred that the old scales of pay of Rs. 425-15-500-EB-15-560-20-700-EB-25-800 or subsequently revised Rs. 1640-60-2600-EB-75-2900 as per the instructions contained in the Government of India. Ministry of Personal Public Grievance and Pension. New Delhi's Memorandum, dated 31-7-90. said scale of pay is applicable to the employees in the posts of Assistant Grade-I and others in the Food Corporation of India as required to pay their employees their emoluments on the basis of the said pay scale.
- 4. It is averred that as per the recommendations of the committee the Food Corporation of India had made payments of H.R.A. to their employees on the said basis for the period from 1-1-86 to 30-11-88 subsequently it withdraw this benefit and admitted to withdraw the payment made to the employee in the form of recovery.
  - 5. The union therefore prayed that the:
    - (a) the benefit of 'personal scales of pay' should continue to the concerned employees. The management of FCI extend to other employees who have been

- excluded from the 'Personal pay scales', the benefit of 'Personal pay scales'.
- (b) pay scale of Rs. 1640-2900 as applicable to the employees in pre-revised pay scales of Rs. 425-800 should be applied to the employees of FCI in the post of Asstt. Gr. I.
- (c) the benefit of slab-based HRA drawn by the employees during the period from 1-1-86 to 30-11-88 should not be withdrawn.
- 6. The management resisted the claim by the The management written statement Exhibit-5. resisted the claim by the written statement Ex.-5. It is averred that the prayer made in Clause 'C' is outside the scope of the reference and the Tribunal cannot decide the same. It is submitted that Food Corporation of India has implemented the committees recommendations in respect of the personal scale. It is asserted that there is no scale of Rs. 425-800 and therefore it is not possible to introduce the corresponding scale of the Food Corporation of India as revised scale by the Government of India. It is pleaded that as per the directions of the Supreme Court, dated 25-1-93 the workers were given the scales and there is no justification in the claim which is made by the union. It is submitted that there was an excess payment by mistake which has to be rectified. Therefore the recovery which is tried to be carried out is legal and tenable in view of the Supreme Courts order and further clarifications issued in that regard. Under such circumstances it is submitted that the union is not entitled to any of the reliefs.
- 7. On 22-1-96 the union gave an application contending that the dispute which is referred to this Tribunal is incorrect and while making the reference the dispute which was raised before the Assistant Labour Commissioner was not preperly reflected in the words. Therefore it is submitted that the dispute should be decided on the basis of the dispute which was raised before the Assistant Labour Commissioner.
- 8. The Corporation opposed the application and ultimately the prayer which was made by the union was rejected.
- 9. Thereafter the union took adjournment for getting the reference amended from the Government of India, Ministry of Labour. But till today nothing had taken place. It can be seen that from the Rojnama that on the last two occassions—the union remained absent. Today also it is absent.
- 10. The reference is dated 24-3-95. The prayer 'C' in the statement of claim is obviously out side the scope of the reference which the union came to know when its application was rejected on 4-6-96. Infact it gave an application on 22-1-96

for deciding the reference including the dispute which it raised before the Assistant Labour Commissioner. It means that at that time also the union was aware that the dispute which it wants to be referred to this Tribunal was not referred.

11. About an years time was given to the union to get the reference modified or corrected. But no steps are taken. They have not come before the Tribunal to lead evidence in the matter. In other words it appears that they have no interest in the reference which is referred to this Tribunal for adjudication. Hence I pass the following order:

## **ORDER**

The reference is disposed off for want of prosecution.

S. B. PANSE, Presiding Officer

नई बिल्ली, 14 फरवरी, 1997

कारुआरु 720:—-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार एस मी सी एलर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 5-2-97 को प्राप्त हुआ था।

[सं॰ एल-22012/244/94-आई आर (सी-II)] बी॰एम॰ डेविड, डैस्क अधिकारी

New Delhi, the 14th February, 1997

S.O. 720.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workman, which was received by the Central Government on 5-2-97.

[No. L-22012|244|94-IR(C-II)] B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

## PRESENT:

Sri V. V. Raghavan, B.A.,LL.B., Industrial Tribunal-I.

Dated, the 20th day of January, 1997 Industrial Dispute No. 91 of 1994

#### **BETWEEN**

The President, Telegana Coal Mines, Labour Union (INTUC), Bellampalli, District, Adilabad — Petitioner

#### AND

The General Manager, Singareni Collieries Co. Ltd., Ramakrishnapur, District, Adilabad —Respondent

## APPEARANCES:

Sri G. Ravi Mohan, Advocate for the Petitioner M|s. K. Srinivasa Murty and G. Sudha, Advocates for the Respondent.

#### AWARD

The Government of India, Ministry of Labour, New Delhi made the following dispute by its Order No. L-22012|244|94-IR. C.II, dated 15-11-1994 under Section 10(1)(d) and 2A of Industrial Disputes Act, 1947 for adjudication:

"Whether the action of the management of SCCL in not providing employment to Sh. M. Komaraiah, Pump Operator from the date of reinstatement that is 1-9-91 to 5-12-91 is legal and justified? If not, to what relief the workman is entitled to?"

- 2. The President of the Petitioner-union filed a claims statement with the following contention. The workman M. Komaraiah who was working as Pump Operator underground in Ravindrakhani V Incline was medically declared unfit to work as Pump Operator underground on the ground that he is suffering with complete loss of vision in his left eye. His services were terminated with effect from 17-6-1991. On the representation made by the workman, the Agent RKP-III reinstated his as Surface Pump Driver Category-III with effect from 1-9-1991 and posted him to work in Civil Engineering Department, RKP-II Division. The workman reported for duty on 1-9-1991. The workman of the said Department did not allow him to perform duty and protested the reinstatement of the workman and went on strike. So another Order dated 5-12-1991 was passed and directed him to report for duty to the Colliery Manager, Ravindrakhani-V. Thus the workman was illegally stepped to attend to his duty from 1-9-1991 to 5-12-1991 and he was not paid the wages for the said period. Therefore the workman is entitled to wages for the said period.
- 3. The respondent-Management filed a counter contending as follows: The workman M. Komaraiah lost his complete vision in left eye and he was declared medically unfit on that ground. So his services were terminated. He was offered appointment as Surface General Mazdoor Category-I on compassions ground on his application dated 3-7-1991 in pursuance of Clause 17 of Memorandum of Settlement dated 12-3-90. The workman rejected the offer of appointment and insisted upon the appointment as Pump Operator on Surface. He is an active member of the Union and threatened to stop the work of all the Mines. He was issued appointment order and posted to work as

Pump Operator on Surface in Civil Engineering Department, due to coercion. He was not allowed to perform duty by the Rival union of Civil Engineering Department. So his appointment was cancelled and he was posted to RK.5 Incline as Surface Pump Operator with effect from 5-12-91. The Management has not stopped him from attending the work. He was prevented by his co-workers from performing his duty. Hence the respondent is not liable to pay the wages. However the Respondent gave continuity of service. Hence his claim may be rejected.

- 4. Sri M. Komaraiah the concerned workman examined himself as W.W.1 and filed Exs. W1 to W5. The Dy. Personnel Manager is examined as M.W.1 and Divisional Engineer, Civil, is examined as M.W.2 and they have filed Exs. M1 to M10.
- 5. The point for consideration is whether the workman M. Komaraiah is entitled to wages for the period from 1-9-1991 to 5-12-1991?
- 6. POINT: The admitted facts of the case are as follows: The workman has been working as Pump Operator under ground in R.K.5 Incline. He was found medically unfit from 17-6-1991 due to loss of complete vision in his left eye by Ex. M1 Certificate. So his services were terminated with effect from 17-6-1991 by Ex. W1 Order dated 8-7-91 (copy of which is Ex. M2). There was a settlement Ex. M3 dated 21-3-90. Under Clause 17 of the Settlement Ex. M3, the employees working in the underground, who were found medically untit, should be offered suitable alternative employment on the Surface with protection of wages. The workman appears to have given an application for alternative employment. The Agent issued Ex. M3 proceedings that the workman was considered for Surface General Mazdoor's job as an alternative job. The workman refused to join as General Mazdoor and insisted upon the management appointing him as Pump Driver on the Surface. The workman is said to be a very active union leader and as pleaded in the counter and deposed to by M.W.1 that the workman and other union leaders, threatened to close the mines themselves, if he was not appointed as Pump Operator on Surface. So the Agent by Ex. W2 order dated 22-8-91 of which Ex. M8 is a copy, posted the workman as Pump Operator in the Civil Engineering Department of RKP-II Division with effect from 1-9-1991. When the workman reported for Civil Engineering Department on 1-9-1991, the workman therein did not allow him to join duty and they proceeded on strike also. It is stated that due to union rivalaries as well as the fear that the existing workman will loose a chance of promotion, they prevented the present workman from reporting to duty. The workman himself admitted in the evidence that the workman in Civil Engineering Department protested and did not permit him to join duty due to union rivalries. So the Agent cancelled the said order by Ex. M4

dated 27-9-91. He is given another appointment order Ex. M10 dated 27-9-1991 and posted him as Surface General Mazdoor in RKP II Division but the workman did not join for duty. The Agent RKP-III issued fresh order Ex. W3 dated 5-12-91 of which Ex. M9 is a copy, posting the workman to No. 5 Incline. Accordingly the workman joined No. 5 Incline on 5-12-1991. He was posted to RKP. 5 Incline though there was no vacancy of Surface Pump Operator, as the union forced the management, according to the evidence of M.W.1 Dy. Personnel Manager.

- 7. Now the reference is made as if the management did not provide employment to the petitioner from 1-9-91 to 5-12-91. The reference itself is not properly worded. The Management provided the employment and the workman wanted to report for duty. But the workmen working in the Civil Engineering Department where he was posted, did not permit him to report for duty. In fact they went on strike and also protested against the posting this workman at that place. The Management is not at fault and the workman cannot have any grievance against the management. The petitioner has to sue the workmen in the Civil Engineering Department for damages and loss of wages. The workman who is entitled to for General Mazdoor Post only, coerced the management to appoint him as Pump Operator. His colleagues who belong to rival union did not permit him to report for duty. In fact they proceeded on strike and also prevented the workman from joining duty. The Management cannot be blamed in any manner.
- 8. In the result an Award is passed holding that the workman M. Komaraiah is not entitled to any relief:

Dictated to the Steno-typist, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 20th day of January, 1997.

V. V. RAGHAVAN, Industrial Tribunal

## APPENDIX OF EVIDENCE

Witness examined for the Petitioner-workman

Witness examined for the Respondent-Management

W.W.1 M. Komaraiah

M.W.1 J. Shyambabu

M.W.2 B.V.K.V. Prasad

## DOCUMENTS MARKED FOR THE PETITIONER-WORKMAN

Ex. W1: Xerox copy of the Order dated 8-7-91 of Colliery Manager Ravindra-khani 5 terminating the services of M. Komaraiah on the ground of medically unfit.

Ex. W2: Xerox copy of the Office Order uated 22-8-91 reinstating the workman as Surface Pump Operator Category-III in Civil Engineering Department RKP-II Divn.

Ex. W3: Xerox copy of the Office Order dated 5-12-91 allowing the workman as Pump Operator at Ravindrakhani No. 5 Inc.

Ex. W4: Views of the Union dated 30-3-1994.

Ex. W5: Minutes of Conciliation Proceedings held on 17-3-94.

DOCUMENTS MARKED FOR THE RESPONDENT-MANAGEMENT

Ex. M1: Medical Board's Opinion dated 17-6|24-6-91 (Unfit certificate).

Ex. M2: Copy of Ex. W1.

Ex. M3: Memorandum of Settlement dated 12-3-90.

Ex. M4: Office Order dated 27-9-91 cancelling the Order dated 22-8-91 (Ex. W2).

Ex. M5: Confidential letter dt. 15-2-94 by the Colliery Manager to Agent RKP-III with regard to the workman is not eligible for any wages from 1-7-91 to 5-12-91.

Ex. M6: Circular dated 5-4-90 about implementation of Item No. 17 of Memorandum of Settlement.

Ex. M7: Letter dated 12-7-91 informing the workman advising to put up a separate application for the post of Surface General Mazdoor.

Ex. M8 : Copy of Ex. W2.

Ex. M9: Copy of Ex. W3.

Ex. M10: Office Order dated 27-9-91 reinstating the workman as Surface General Mazdoor in Civil Engineering Department RKP-IX Divn.

नई बिल्ली, 14 फरवरी, 1997

का०आ० 721 :---- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार छन्त् सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निद्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण, मुम्बई-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-97 को प्राप्त हुआ था।

[मं० एल-22012/11/93-आई आर (सी-II)] वील्प्स० डेविड, डेस्क अधिकारी

New Delhi, the 14th February, 1997

S.O. 721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the

Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workman, which was received by the Central Government on the 4-2-1997.

[No. L-22012/11/93-IR-(C-II)] B. M. DAVID, Desk Officer

## **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI PRESENT:

Shri S. B. Panse, Presiding Officer.

## REFERENCE NO. CGIT-2/39 OF 1993 BETWEEN

Employees in relation to the management of Ghugus area of Western Coalfields Ltd.,

#### AND

#### Their workmen

#### APPEARANCES:

For the management.—Shri P.G. Jahagirdar Representative.

For the workmen.—Shri M. Rajanna Representative.

Mumbai, dated 24th January, 1997

## **AWARD**

The Government of India, Ministry of Labour by its order No. L-22012/11/93-IR(C.II), dated 30-7-93 had referred to the following Industrial dispute for adjudication.

"Whether the action of the management of Ghugus area of W.C. Ltd., in terminating the services of Shri Kondagurla Mallaiah, Loader, Nakoda Incline, is legal and justified? If not, to what relief the concerned workman is entitled to?"

- 2. The workman filed a statement of claim at Exhibit-2, which was resisted by the management by the written statement Exhibit-3. Thereafter the workman filed a rejoinder at Exhibit-4, and the matter was fixed for recording the evidence.
- 3. On the last occasion it was submitted before me that the matter is likely to be settled and the matter may be adjourned for settlement. I allowed the prayer.
- 4. Today Mr. P. G. Jahagirdar Dy. Chief Personnel Manager, Wani Area of W.C.L. filed a Memorandum of Settlement Exhibit-18, Form 'H' which is under Rule 58. It is signed by the concerned persons. It is submitted before me that it is not possible for the concerned persons to attend the court from Nagpur and the Award may be passed as per the terms of the settlement. After perusal of the signature of the representative of the union and the worker which

appears on the settlement and on the statement of claim there is no reason for not recording the settlement. In the result, I record the same and pass the award in terms of the settlement which is at Exhibit-18.

## ORDER

## **TERMS & CONDITIONS**

- 1. Smt. Kondagurla Komramma w/o late Kondagurla Mallaiah will be considered for employment as dependant under provisions of NCWA in the capacity of General Mazdoor Cat. I with initial basic of the scale of Cat. I subject to her medical fitness and she will be posted in any one of the unit of Wani Area.
- I(a) On achieving the age of 18 years of her son, she will offer her son for employment by submitting application to that effect.
- 2. On issuance of order of appointment she will report for her duties to the CGM, Wani Area, within 30 days.
- 3. She will submit an appeal to consider the case on compassionate ground and she will not be entitled for any other claim whatsoever monetary or otherwise other than offering employment on the above grounds.
- 4. That this settlement shall resolve the issue fully and finally and neither the union nor the workman will raise any dispute in this regard before any authority.
- 5. That this settlement shall not be cited as a Precedent for any matter, whatsoever by the union.
- 6. That the parties shall file a copy of the settlement before the CGIT-2 Bombay where the case is pending for adjudication and shall jointly verify the settlement before the Hon'ble Presiding Officer, CGIT-2, Bombay on its next date praying for giving a consent Award.

S. B. PANSE, Presiding Officer

## नई दिल्ली, 17 फरवरी, 1997

का०आ० 722:—- आँखोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस डी ओ (डी), फिरोजाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के वीच, अनुबंध में निर्दिष्ट आँखोगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-97 को प्राप्त हुआ था।

[संख्या एल-40012/199/90-आई आर (छीयू)] के बी बी बि उण्णी, डॅस्क अधिकारी

New Delhi, the 17th February, 1997

S.O. 722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government bereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (T), Perozabad and their workman, which was received by the Central Government on 17-3-97.

[No. L-40012/199/90-IR(DU)] K. V. B. UNNY, Desk Officer

#### **ANNEXURE**

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 120 of 1991

In the matter of dispute:
BETWEEN:
Ram Ratan C/o V. K. Gupta 2/363 Namuer.
Agra.

AND

S.D.O. (I), Ferozabad.

#### AWARD

- 1. Central Government, Ministry of Labour, vide its notification No. L-40012/199/90/I.R.D.U.-D-2(B) dt. 4-9-91 has referred the following dispute for adjudication to this Tribunal:—
  - Whether the SDO(T) Ferozabad is justified in terminating the services of Sri Ram Ratan Casual Labour w.e.f. 19-3-90 is justified? If not, what relief he is entitled to?
- 2. The concerned workman Ram Ratan has alleged that he was engaged as worker in regular vacancy by the opposite party at Ferozabad on 16-11-82. He worked upto March 1986. His services were discontinued w.e.f. 1-4-86. After great persuation he was again taken back on 1-1-88 and he worked there continuously upto 19-3-90 when his services were abruptly brought to an end. At that time juniors to him were working. Thus termination is bad because of breach of section 25F of I.D. Act.
- 3. The opposite party has filed reply in which it has been alleged that the concerned workman had never worked on any post. Instead he was engaged as a casual workers, When the work came to an end he was removed from service after paying one month's pay. It has not been specifically denied that workman has continuously worked upto 19-3-90.
  - 4. In the rejoinder nothing new has been said.
- 5. In support of his case the concerned workman has filed his affidavit as Ram Ratan W.W.1. In his cross examination he has pleaded that he was given appointment letter, he used to assist store Lineman. He was not given notice pay and retrenchment compensation at the time of termination of his services.
- 6. Opposite party was given opportunity to give evidence in rebuttal, on 13-1-97 but they failed to do so. Thus the evidence of the concerned workman is unrebutted. Hence relying upon this evidence, I come to the conclusion that the concerned workman has completed for more than 240 days in a year before his removal of service. He was not paid retrenchment compensation and notice pay at that time, hence this retrenchment is bad in law because of breach of provisions of section 25F of 1.D. Act.
- 7. Accordingly my award is that removal from service of the concerned workman is bad and he will be entitled for reinstatement with back wages at the rate he was drawing wages for the last time from the date of reference. dated: 4-2-97.

B. K. SRIVASTAVA, Presiding Officer

#### नई दिल्ली, 16 फरवरी, 1997

का०आ०723:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी एम पी डी आई एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिश्ट

औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, सं०-57, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-97 को प्राप्त हुआ था।

> [संख्या-- 2001 2/242/91-आई आर (सी-I)] श्रज मोहन, डैस्क आंधकारी

New Delhi, the 18th February, 1997

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workmen, which was received by the Central Government on 17-2-1997.

[No. L-20012/242/91-IR (C-I)] BRAJ MOHAN, Desl, Officer

INDUSTRY: Mining

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 25 of 1993

#### PARTIES:

Employers in relation to the management of C.M.P.D.I. Ltd.

#### AND

Their Workmen.

#### PRESENT:

Shri Tarkeshwar Prasad, Presiding Officer.

### APPEARANCES:

For the Employers-Shri B. Joshi, Advocate.

For the Workmen-Shri B. N. Singh, Addl. General Secretary, National Coal Workers' Congress.

STATE : Bihar

Dated, the 5th February, 1497

### AWARD

By Order No. L-20012/242/91-IR (Coal-I) dated 11-12-92 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Regional Director, Regional Institute 2 of M/s. C.M.P.D.I.L. Koyla Bhawan, Complex, P.O. Koyla Nagar, Dist. Dhanbad in not regularising/absorbing S/Shri S. K. Singh and ten others (as per schedule attached) as regular/permanent employees of the management and in not giving the benefits incidental thereto is justified? If not, to what relief are the workmen entitled?"

#### ANNEXURE

Name of Workmen:

- 1. Shri S. K. Singh
- 2. Shri Jagdish Kumar
- 3. Shri Khedon Kumar
- 4. Shri Nityanand Rout
- 5, Shri Ashish Bouri
- 6. Shri Anand Bouri
- Shri Ramdhanwa Bouri
   Shri Brahmadeo Yadav
- 9. Shri Shanker Bouri

- 10. Shri Murari Paswan
- 11. Shri Anand Kumar Yadav.
- 2. The concerned workman and the sponsoring union appeared and filed written statement stating therein that the workmen, names given in Annexure, were working regularly and continuously in Regional Institute-2 of M/s. C.M.P.D.I.L. Koyla Bhawan Complex, Dhanbad as designation given therein till 31-7-90 with full satisfaction. It is also said that they were working under supervision of S. K. Singh whose name appears in serial No. 1 of the annexure and doing regular and permanent nature of job till 31-7-90 and when they asked the management for regularisation of their service, but it was not done. Thereafter they wrote two letters dated 22-11-92 and 16-12-92 for the same and thereafter industrial dispute was raised by the workmen and the sponsoring unian before the A.L.C. (C), Ranchi and assurance was given by the management for regularisation of the service but it was not done and the matter was also placed before the A.L.C. (C), Dhanbad but no result. It is also said that in Reference No. 49/88 between Ram Kali and others Vs. Kenduadih Colliery of M/s. B.C.C.L. was of the same nature of regularisation of service of sweepers in which the award was passed by this Tribunal for regularisation of service of 16 workmen and this was also referred to the management but it was not done and the action of the management in not regularising their job as cleaning sweeping was illegal, arbitrary and unjustified. It was, therefore, prayed that award be bassed for regularisation/absorption of the workmen, S. K. Singh and ten others with back wages.
- 3. I further find that the management of M/s C.M.P.D.I.L. appeared and filed written statement stating, inter-alia, that the reference was not legally maintainable and there was no relationship of employer and employees between the parties and it is said that the management established Regional Office at Dhanbad in a rented building of B. P. Agarwal in the year 1976 and permanent building complex of the management was constructed in Koyla Bhawan and Regional Office was shifted to the new building in the year 1987... It is said that during the period the management engaged contractor for cleaning and sweeping the floor of the building as per work order issued to the contractors and the latter used to submit their bills and after passing the same they received payment and thus the contractors used to pay the workmen for cleaning and sweeping office premises. It is said that the Contractor, S. K. Singh, Sl. No. 1 of the Annexure, submitted application dated 16-1-86 requesting the management to give him chance for carrying out the contract job for cleaning floor, vehicles etc. and rate was fixed as per letter dated 21-1-86 as 4 paise per square feet per day of floor aren. Other contractors, namely, Somnath, Anil Kumar Prasad, Dadan Prasad, M. P. Sthu and Dhananjay Banerjee also applied for the same and the rate of S. K. Singh was lower and the contract was awarded to him on 29-1-86 for doing cleaning of floor area approximately 15,000 square feet at B. P. Agarwala's building and 5000 square feet at Karmik Bhawan and the rate was given 4 paise per day per square feet of area calculated on the number of actual days worked during the month. of the indices of actual days worked daring the indication of sweeping and cleaning mazdoors at its Regional Office and requested M/s. BCCL to select sweeping and cleaning mazdoors for the entire Regional Office and employed 4 workers on its roll and abolished contract system altogether. It is also said that there is no scope for further employment of any sweeper and cleaner under the management in absence of vacancy and the question of providing employment to the concerned workmen did not arise. It is said that S. K. Singh was the contractor and unsuitable for the job of sweeping and cleaning. He has described himself as supervisor and wanted to be regularised as supervisor. no post of supervisor for supervising the cleaning jobs of 4 workers only. Similarly serial Nos. 2, 3, 4, 8 and 11 do not belong to the categories of persons to be believed that they ever worked as sweeper in sweeping the floor of the house comprising of office rooms, bath rooms etc. and it is said that the annexure to the reference included such persons who never worked as sweeper/cleaning mazdoor and have been included only to get employment under the management. It is also said that they were never selected or recruited by the management nor the management supervised their work nor any disciplinary action was taken against them and they were engaged by the contractor as casual/

temporary workers and were paid by the contractor and the monthly bill was submitted by the contractor for payment. At such there is no justification for demand of the workmen for their regularisation and award be passed accordingly.

- 4. By way of rejoinder to the written statement of workmen it has been stated specifically and parawise and the contention of the written statement of the workmen is denied specifically and same is said to be not fully correct or incorrect and the same has been denied. It is finally said that the action of the management was quite justified and the workmen are not entitled for any relief as claimed.
- 5. I further find that a rejoinder has been given by the workmen to the written statement of the management and the contention of the management has been denied parawise and specifically and the same is said to be not correct and it is said that the sweeping/cleaning jobs are regular and permanent nature of job and such work can't be done through intermediary/contractor. It is also said that S. K. Singh, Sl. No. 1 of the schedule, is not a contractor and as per documents available with the workmen he is one of the workman and he was employed for immediate supervisor to look after the work of the rest workmen for cleaning/sweeping. Other contentions of the management have also been denied and said to be irrelevant and devoid of the reasoning and not admitted. It is finally said that the award be passed allowing the relief claimed by the workmen.
- 6. On the basis of pleadings of the parties the points for consideration in this reference ara-
  - (a) Whether the action of the management of Regional Director, Regional Institute 2 of M/s, C.M.P.D.I.L., Koyla Bhawan in not regularising the service of S. K. Singh and 10 others is justified?
  - (b) If not, to what relief or reliefs the workmen are entitled?
- 7. Both the points are inter-linked and as such these are taken together for their consideration.
- 8. I further find that in support of the contention the management have examined two witnesses. MW-1 Parsuram Sharma who is presently Addl, Chief Engineer of the management at Dhanbad and working since 1976, stated that the rented building belonged to B. P. Agarwal and for its sweeping and cleaning work contract was given to S. K. Singh and sweeping work was done before 10 A.M. when office opened. The contractor used to supervise the work of the workmen. In the rented building the office occupied about 5000 sq. ft. of floor and at present it is in its own building having sixth time bigger and since 1990 the office got regular employees for doing sweeping work and contract work was ceased since there are four regular sweepers and the claim of the work-men are not justified. In course of cross-examination he has stated four sweepers working regularly were appointed by M/s, BCCL as per requisition sent by the office. He has further sated that officers and staff of the office live in the official colonies two in number, one of the colony is at Karm? Bhawan area, but he could not say as to who does the sweening work in the official quarters. He did not know the workmen except the contractor. S. K. Singh who did not doing sweeping and pardening work. also told that he was not a registered contractor in CMPDIL and he could not say that someone used to sunervise nay-ment of wares to the concerned workmen by S. K. Singh or not. Similarly MW-2 Md Shoeb Khan is Office Sunerin-tendent of the management's office at Dhanbad and he too has supported the same fact and has specifically stated that the management did not require any more person for sweeping work. He has further stated that when the contract was given to S. K. Singh there was no system of registering contractors for CMPDII, office. He has proved signature under the slip filed by the workmen, marked Fxt. W-7 and under the sub fied by the workmen, marked Ext. W-/ and signature was marked 'Y' for identification. He too stated that four sweeners were allotted to the office around the month of Inly/Angust 1990. He has denied that 4 to 5 more sweeners, other than 4 appointed sweepers, put to work for cleaning and sweeping of the office,
- Similarly, the workmen have examined WW-1 Suresh Kumar Singh who is said contractor and one of the workmen Ram Bhoresa Yaday as WW-2 and said that they were

working for cleaning/sweeping job in CMPDIL at Dharbad from 1986 to 1990 and 6 out of them were also working as Peon besides doing cleaning job and 3 of them were employed as gardener besides sweeping job and one of them was working as transport khalasi and his job was related to cleaning and sweeping the chamber of the Regional Director and also supervising the work of other concerned workmen. They also did cleaning and sweeping job in the compound of CMPDIL and the bunglow of Joint Director and Head Department, and Club and Guest house etc. The workman Brahmadeo Yadav used to be engaged as Transport Khalasi alone for about 10 hours a day. The materials were provided by the management and a Committee of officials supervised their work. He has admitted that he was given in writing by the management for cleaning and sweeping at the rate of 4 paise per sq. feet and he has also stated that the management got this m writing on the assurance that they would assign work after giving such in writing. He did not know whether other persons submitted rates in writing and thereafter management gave him work of sweeping and cleaning of the office premises. He has admitted that the management used to issue cheque in his name and he used to withdraw money from the Bank and pay to other workmen. But he made such payment in presence of official of the office. He has denied that he was keeping attendanc and payment chart of the other workmen. He had not issued any letter to the workmen assigning them the work of cleaning. Attendance-sheets and certificate granted by the management for their work have been filed. and certificate He has also proved the letter and certificate issued by the management, marked Ext. W-8 series and photo copy letter signed by S. N. Lal. Personnel Officer marked Ext. W-5/1. He has also given attendance-sheet of the workmen in 8 sheets under signature and L.T.I. of the concerned workmen, marked Ext. W-9 and there are two letters sent to the management under signature of S. P. Rai. President and Sri B. N. Singh, marked Ext. W-10' and W-10/1. He has denied that the entry in Ext. W-9 is manufactured and are described that the solve of this case. and prepared for the sake of this case. He has denied that all the documents are fake and manufactured documents. He has denied that he himself manufactured all the documents for the purpose of this case.

- 10. WW-2 Ram Bhoresa Yadav has stated that he knew all the 11 workmen including 5. K. Singh who used to supervise the work under the management and they used to sweeping and cleaning work under his supervision and they have worked from 1986 to 1990 and thereafter they were stonned from work. Their working implements were provided by the office and they used to do the cleaning and sweening job upto the 4th floor of the office as also in the bunelows of the officers and during the period they worked continuously and after stoppage of their work. the same work is being done by four workmen from BCCL, besides four other workmen temporarily engaged by the management. He has also said that there are 11 vehicles in the office and these vehicles were cleaned by the workman, Brahmaden Vaday and he is working as Driver since October, 1971. He has further stated that he was given appointment letter and Identity Card and pay slin is given every month. He did not know whether any annointment letter was given to S. K. Singh and other workmen or that Identity Card and nav slip was also given to them. He has specifically said that no appointment letter was given to them nor Identity Card or nay slin was given to them. He has denied that he has no knowledge of working of the workmen and he was doing driving work of School Bus to and fro from office to school. He has further stated that Brahmadeo Yaday used to clean the school bus and it was not driv of a Khalasi to clean the bus. At present the work is being done by permanent employee of M/s RCCL and he has heard that they have been taken on loan from BCCI, and these four workmen have been provided with Identity Card and wase slin is given to them by CMPDIL. He has also denied that excent these four nermanent sweeners no other temporary sweeper has been engaged by the management for doing sweeping and cleaning work.
- 11. Some documents have been filed by both the sides. The management has filed whoto conv of letters marked Exts. M-1 to M-8 and Ext. M-3 is whoto conv of statement of rate. From these documents it has been tried to show that outstion for giving contract for cleaning and sweening was called for as per rate outsed in Ext. M-3 and thereafter rate of S. K. Singh was approved and contract was given to him

for cleaning and sweeping west of the office and it was done accordingly and it is also tried to show that the workmen were contractor's workmen and S. K. Singh who was doing the job of cleaning and sweeping as per work order given to him and payment was made as per rate quoted by the management specifically and after shifting of the office to its own building in Koyla Bhawan area regular four sweepers/cleaners were appointed and contract work was ceased thereafter and the workmen never employer of the management.

12. The workmen have filed documents which are photo copies of letters Exts. W-1 to W-5 series. Exts. W-6 and W-6/1 are award and notification in Reference No. 49/88 and Notification dated 26-6-89 and Ext. W-7 and W-8 series are slips and certificates of the workmen and Ext. W-9 is attendance sheet and Ext. W-19 and W-10/1 are letters sent by Joint Secretary of the sponsoring union to the management. From these letters and documents as noted above, it has been tried to show that all the concerned workmen were engaged for doing cleaning and sweeping work of the office premises and also in bunglow of the officers of the management and besides this they also work as Peon and gardener and one Brahmadeo Yadav as Transport Khalasi for cleaning vehicles of the management and they were doing this cleaning/sweeping and gardener work which is permanent and perennial nature of job and they have worked regularly from 1986 to July, 1990 and the implements for doing these cleaning/sweeping work was supplied to them by the office of the management under signature of the officials, Ext. W-7 and W-8. Ext. W-8 series show attendance of the workmen from November, 1987 onwards till June, 1990 where L.T.I./signature of the 10 worl.men of the reference except Brahmadeo Yadav have been given in all the pages to show that actually these ten workmen including S. K. Singh were working under the management for doing permanent nature of job of sweeping/cleaning, gardening and office peon as described earlier and it is incorrect to say that they were contractors workmen and not working under the management.

13. While arguing the case it has been submitted on behalf of the workmen that they were continuously working under the management of M/s, CMPDIL and doing the job of cleaning/sweeping, gardener and office peon continuously for more than four years under the management and thereafter when they asked for regularisation of their job they were stopped from work from July, 1990 arbitrarily, illegally without any notice or compensation given to them. It is also said that sweeping/cleaning and gardening work is permanent and perennial nature of job and as per NCWA this permanent nature of job can't be done under contractor and the management's Ext. M-1 to M-8 are sham and camouflege simply paper work to deprive the workmen from their due demand for regularisation of their job and payment of equal wages for equal work whereas payment was made to them for doing permanent nature of job for more than 240 days in 12 calendar months. It is also submitted that it has come in evidence that after July, 1990 four permanent sweepers were taken on loan from BCCL and besides them four temporary sweepers were appointed for doing cleaning and sweeping work of the office premises and bunglows of the officers of the management whereas these workmen who were working for more than four years regularly on permanent and perennial nature of job 509 GI/97---10

they were stopped from work without assigning any reason or giving any notice or notice compensation therein. It is also submitted that there is still vacancy and the workmen can easily be employed for doing permanent nature of job of cleaning/sweeping as four temporary co-workmen have been engaged for doing the same job by the management.

- 14. It is further submitted that as per award passed by this very Tribunal in Reference No. 49 of 1988 of Kendwadih Colliery of M/s. BCCL, the work of cleaning and sweeping was held declared to be permanent nature of job and the management of the said Colliery was directed by this Tribunal for regularisation of work of 16 workmen of that reference against existing vacancy. The case of the present workman is similar in nature and they also deserve their regularisation on their job from the date of their retrenchment with back wages as per NCWA applicable during the period.
- 15. My attention has also been drawn to the authority as given by Hon'ble Supreme Court reported in 1995 Lab. I.C. 2207 (SC) where it has been held by their Lordship "activities of public section should not be solely for profit earning but endeavour should also be to reduce unemployment and man has to be the focal point of development". Similarly copy of judgement of Civil Appeal No. 239 and 240 of 1959 as reported in 1961 (I) LLJ 649 (SC) where it has been held by their Lordships of the Hon'ble Apex Court—

"The proper construction of the definition of 'permanent workman' is that he must be a workman engaged on a work of permanent nature which lasts throughout the year and who has completed his probationary period, if any, not being one engaged to fill in a temporary need of extra hands on permanent jobs".

- 16. Perused the authorities and it is submitted that in view of the aforesaid authorities of the Hon'ble Supreme Court certainly the workmen were engaged for doing work against a job of permanent nature which lasted throughout the year as sweeping/cleaning/gardening work is to be done throughout the year and certainly they were not working as temporary workers or extra hands for doing the job. It is also submitted that as they have worked for such a long period and this work of cleaning and sweeping is permanent nature of job against which they ought to have been regularised rather seeking workmen from BCCL on loan or engaging temporary extra hand for doing sweeping/ cleaning work is illegal and arbitrary the action of the management and the same was done simply to deprive the workmen from their due claim of regularisation of job and cettitutg wages as per NCWA.
- 17. It is further submitted vide Notification No. U-23013/7;76 dated 9-12-76 under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 sweeping and cleaning work was declared to be of permanent nature and the concerned workmen were entitled for regularisation of their service from the date of their retrenchment. It is also submitted that actually there was no contract at all with S. K. Singh who is one of the workmen and it was simply

paper arrangement made by the management to comoflege the real benefit accrued to the management with the service of the workmen and to deprive them from their legal dues and services.

18. On the other hand, it has been submitted on behalf of the management that the workmen were never workmen of the management and if any, they would be workmen of contractor, S. K. Singh to whom work order was given for cleaning and sweeping rented building of the management's office at B. P. Agarwal building and after shifting in its own building and office premises in Koyla Bhavan premises four regular sweepers were engaged after being selected and appointed by M/s. BCCL and system of contract for cleaning and sweeping was stopped in July, 1990. It is also submitted that there was no relationship of employer and employee between the parties and the workmen being workmen of the contractor they cannot claim employment with the management and in support of contention my attention has been drawn to the authority reported in 1992 Lab. I.C. 1995 (SC) Dinanath Vs. National Fertilizer Co. Ltd. where it has been held by their Lordships that "contract labour in no circumstances can demand for employment under the principal employer."

It is further submitted that there is no vacancy at all with the management for the post of cleaning and sweeping and in this view of the matter the question of regularisation of the service of the workmen who are claiming to be sweepers did not arise at all and in support of this my attention has been drawn to the authority reported in 1992 Lab. I.C. 2168 (SC)-State of Haryana Vs. Piara Singh where it has been held by their Lordship of the Hon'ble Apex Court that "regularisation can only be demanded for filling up vacant post and not against imaginary post." Some view has also been expressed by their Lordships of Hon'ble Supreme Court in the case of Delhi Development Horticulture Employees Union Vs. Delhi Administration as reported in 1992 Lab. I.C. 847. It was also submitted that one of the workman, namely, Brahmadeo Yadav has claimed to be a Transporting Khalasi for cleaning the vehicles of the management. But it is said that there is no such post of cleaning vehicles or transport khalasi as claimed by the said workman. It is further submitted that under Contract Labour (Regulation and Abolition) Act the concerned workmen if they be workmen of the contractor then there was no question of regularisation with the management and from the exhibits filed by the management it would appear that the work order duly issued to the contractor, S. K. Singh and he used to submit bills on completion of work and payment was made to him and he might be paying to the workers engaged by him to which management has no concern at all and in this view of the matter they were never employees of the management and their demand for regularisation under the management is totally unjustified.

19. Perused the cose record and after going through both oral and documentary evidence on record advanced on behalf of the parties as well the point of argument taken on their behalf. I find much force in the plea taken by the workman that under the Contract Labour (Regulation and Abolition) Act, 1970 the work of cleaning and sweeping was declared to be of permanent and perennial nature of job and the workmen have worked from 1986 to 1990 July and

have completed more than 240 days attendance in each calendar year as per exhibits brought on record and they were being supplied implements, phenoil and other articles for doing cleaning and sweeping work. In that view of the matter it cannot be said that they were workers of the contractor. S. K. Singh, Sl. No. 1 has shown himself as one of the workmen supervising the work of cleaning and sweeping workmen and as such documents filed by the management describing S. K. Singh workman as Contractor is simply a paper work undertaken by the management which is sham and camouflege the real employment of the workman and to give colour that they were contract labour which is certainly not. So far Brahmadeo Yadav is concerned, I agree to this point that he has claimed himself to be Transport Khalasi and I also do not find his name and signature on the attendance sheet. Ext. M-9 series filed by the workmen on which the names of ten workmen including S. K. Singh and their signatures and L.T.Is find place, but nowhere there is name of Brahmadco Yadav nor his signature arpears in attendance-sheet, Ext. W-9 to show that actually he too was working as cleaning and sweeping. It also appears that the working of cleaning and sweeping has been declared to be permanent and perennial nature of job as per Notification issued under Contract Labour (Regulation and Abolition) Act and also this fact find support from Exts. W-6 and W-6/1 the award passed by this very Tribunal in Reference No. 49 of 1988 between the management of Kondwadih Colliery of M/s, BCCL Vs. their workmen where the work of cleaning and sweeping was held to be of permanent nature of job and award was passed in favour of the workmen for regularisation of their service with due date.

20. It has also been held by the Hon'ble Supreme Court as re; 'ed in 1987 Lab. I.C. 619 (SC) and also 1995 Lab. I.C. 2207 (SC) and the concerned workmen who worked for more than four years with the management and doing permanent and perennial nature of job completing more than 240 days in each calendar year they were certainly entitled for their regularisation in job and there is no merit at all that the plea taken by the management that they were contractor's workers and not entitled for claiming employment under the management. It has also come in evidence that besides four permanent sweepers being employed by the management who have been taken on deputation from M/s. ECCL, four extra temporary cleaning and sweeping mazdoors have been employed for doing cleaning and sweeping job of the office premises and quarters of the officers and staff. In this view of the matter it can be held that there is still vacancy for absorption of the workmen for doing cleaning and sweeping work and they ought to be regularised in the job by the management against existing vacancies of cleaning and sweeping in Class-IV posts and also as Peon or gardener which work they were doing prior to stoppage of their work by the management. So far Brahmadeo Yadav who has claimed to be working as Transport Khalasi there is no argument to show his attendance of job done by him and that too the same being a permanent nature of job. Hence claim of the said workman for his regularisation as Transport Khalasi is certainly not justified and he is not entitled for any relief and the claim of the rest ten workmen for their regularisation in job of cleaning and seewping and gardening is fully justified and the action of the management in not regularising/absorping them as regular/permanent employees of the management is certainly not justified and they are entitled for their regularisation/absorption against existing vacancies in Class-IV post as sweeper/cleaner/gardener is fully justified

from the date of their stoppage of work with effect from 31-7-1990. So far back wages is concerned as per principle of "no work no pay" these workmen have not worked for all these years so they would not be entitled for any back wages for this intervening period.

#### 21. Hence, my award-

The action of the management of Regional Director, Regional Institute 2 of M/s, C.M.P.D.1.L., Koyla Bhawan in not regularising/absorbing S/Shri S. K. Singh and ten others (as per annexure) as regular/ permanent employees of the management is not justified. The management is directed to regularise/absorb all the concerned workmen except Brahmadeo Yadav in regular/permanent job of sweeper/cleaner/gardener in Class-IV post with effect from 31-7-90 giving notional continuity of service to them for the purpose of fixation of their pay, seniority, pension, gratuity etc. (but without back wages) within two months from the date of publication of the award in the Gazette of India. However, there will be no order as to cost.

> TARKESHWAR PRASAD, Presiding Officer नई बिल्ली, 18 फरवरी, 1997

का०आ० 724 --- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं बी बी सी वर्सा ए पन का अलक्षा कोलियरी के प्रबन्धतंत्र के संबद्ध, नियोजकों और उनके कर्भकारों के वीच. अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय नरकार अीद्योगिक आंधकरण, (सं-1) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय मरकार की 17-2-97 की प्राप्त हुआ था ।

> [संख्या एल-20012/110/89-आई आर (सी-I)] ब्रज मोहन, डैस्क अधिकारी

New Delhi, the 18th February, 1997

S. O. 724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Alkusa Colliery of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 17-2-97.

> [No. L-20012/110/89-IR(C-I)] BRAJ MOHAN, Desk Officer

#### **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I. DHANBAD

In the matter of a reference under section 10(1)(d)(2A)

of the Industrial Disputes 'Act, 1947.

PARTIES:

Employers in relation to the management of Alkusa Colliery of M/s. BCCL.

### AND

#### Their Workmen

PRESENT:

Shri Tarkeshwar Prasad, Presiding Officer

APPEARANCES:

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.-None.

STATE: Bihar.

INDUSTRY: Coal.

Dated, the 6th February, 1997

#### AWARD

By Order No. L-20012/110/89-I.R. (Coal) dated 8-12-89 the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :---

- "Whether the action of the management in giving Clerical Grade-III as per NCWA-III to Shri Rajendra Ram, working as Challan Munshi w.e.f. 11-1-81 is justified? If not, to what relief the workman is entitled?"
- 2. The order of reference was received in this Tribunal on 15-12-89 and thereafter notice was issued for filing written statement by the workman. It appears from the record that after filing written statement by the sponsoring union on behalf of the workman, none appeared on behalf of the workman for taking further step in this case. In spite of sending registered notice to the sponsoring union, neither the sponsoring union nor the concerned workman appeared. It, therefore, appears that the concerned workman is not interested to prosecute the case.
- 2. In such circumstances, I render a 'no dispute' award in the present case.

TARKESHWAR PRASAD, Presiding Officer

## नई दिल्ली, 19 फरवरी, 1997

का०आ० 725:---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल इस्थ्युरेन्स कं० लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार की 18-02-97 को प्राप्त हुआ था ।

> [संख्या एल-17012/55/92-आई०आर०बी० 2] वज मोहन, डैस्क अधिकारी

New Delhi, the 19th February, 1997

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 18-02-97.

[No. L-17012|55|92-IR(B-II)] BRAJ MOHAN, Desk Officer

### ANNEXURE

# BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

## PRESENT:

Sri V. V. Raghavan, B.A., LL.B.,

Industrial Tribunal-I.

Dated: 18th day of January, 1997 Industrial Dispute No. 13 of 1993

## **BETWEEN**

Sri K. Hanumantha Rao.

Pedanandipadu Post,

Guntur Dist. A.P. .....Petitioner

### AND

The Regional Manager,
Oriental Insurance Co. Ltd.,

Regional Office,

P.B. No. 45, Greensland Road,

Begumpet,

Hyderabad-16. .....Respondent

## **APPEARANCES:**

Sri A. K. Jayaprakash Rao & Sri V. N. Goud, Advocates for the Petitioner.

Smt. A. Anusuya, Advocate for the Respondent.

#### **AWARD**

The Government of India, Ministry of Labour, New Delhi by its Order No. L-17012|55|92-IR (B-II) dt. 16-2-1993 made a reference under Sections 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows:

"Whether the action of the management of Oriental Insurance Co, Ltd., in removing Sri K. Hanumantha Rao, Ex-Inspector, from service is justified? If not to what relief Sri K. Hanumantha Rao is entitled to?"

2. The workman hereinafter referred to as the Petitioner filed a claim statement contending as follows:-The Petitioner joined the service of Oriental Insurance Company Limited, the Respondent herein in the year 1980 and he had put in un-blemished record of service till he was removed from service by an Order dt. 28-11-1990. Petitioner worked as Inspector, now designated as Development Officer at Pedanandipadu. He was served with a charge sheet dt. 26-11-1986 alleging that during 1984 he abused his position as a public servant, issued 8 cover notes with anti-dates in collusion with private parties after a fire accident took place on 15-8-1984. The Petitioner submitted a detailed explanation and an enquiry was conducted. The order of removal from service was issued and it was confirmed by the Appellate Authority on 27-9-1991. They are illegal for the following reasons. The Respondent accepted the premium paid by the parties without any demur. The charge sheet was served two years and three months after the fire accident. The Petitioner posted the cover notes and cheques on 14-8-1984 itself. On earlier occassions also, the petitioner issued cover notes worth of Rs. 40 lakhs without informing the Controlling Officer either by telegram or by telephone or in person. There are no instructions for issuing telegram whenever high risks were covered. The petitioner booked a telephone call on 14-8-1984 to the residence of the Branch Manager and Divisional Manager out of abundant caution but the call did not fructify. The C.B.I. also enquired in this regard and found that the petitioner booked the call. The cover notes were issued at 4.00 P.M. on 14-8-1984. The letters could not be cleared from Post Box till 16-8-1984, as the time for clearance has expired

eren, e salasista et san an man ambet 14-8-1984 and 15-8-1984 was a National Holiday. The C.B.I. found nothing against the petitioner and so on action was initiated against him. The parties who insured the goods filed suits agains? the Respondent. So the petitioner was made a scape goat. There is no legal evidence on record in the domestic enquiry conducted by the Respondent but the petitioner was removed from service. The petitioner was appointed by the Respondent at Pedanandipadu with full knowledge of his relationship with Sri S. Veerabhadraiah. He was appointed to secure a good premium from the Company of Veerabhadraiah. The petitioner has also given appreciable premium. The present allegations about the relationship with Veerabhadraiah is moti-The Respondent has not taken the past conduct of the Petitioner into consideration. The major punishment given to the Petitioner is disproportionate to the gravity of the charges alleged to have been proved against the Petitioner. The Petitioner is entitled to reinstatement into service with back wages (the rest of the claim statement is directed against the validity of the domestic enquiry and it is not necessary to extract the same as my learned predecessor passed an order dt. 31-1-1995 that the domestic enquiry was not validly conducted but gave permission to the Respondent-Management to lead evidence).

3. The Respondent filed a counter affidavit on 21-3-1994 and an amended counter on 25-10-1995. The Respondent contended as follows: The petitioner was appointed as Inspector on 20th February, 1980 to canvas and procure general insurance business as per the rules and regulations made by the Company from time to time. The petitioner is a close relative of S. Veerabhadraiah who is the Managing Partner of Mls. Veerabhadraiah & Co., and M|s. Pedanandipadu Cotton Press which are sister concerns. The petitioner colluded with Veerabhadraiah and others and issued 8 cover notes for a sum of Rs. 82.50 lakhs with an anti-date 14-8-1984 after the fire accident took place on 15-8-1984. He posted the covers containing the duplicate cover notes and cheques on 16-8-1984

and the Branch Manager, Guntur received the same on 22-8-1984. The Petitioner has not done the business of Rs. 82 lakhs on a single day on any earlier occasion. The said Veerabhadraiah and Company has not insured the plant and building till the cover note for Rs. 50 lakhs was issued for covering the period from 14-8-1984 to 14-9-1985. The cover note itself is against the rules, as a cover note cannot be issued for more than one year. The petitioner informed the Branch Incharge about the out-break of the fire on 15-8-1984 but he failed to intimate the issuance of the cover notes. The Petitioner should have acquainted himself with the Circular dt. 15-10-1976 by which an Inspector is required to inform the controlling office telephonically or telgraphically about the issuance of the cover notes. The Petitioner clearly violated the rules. The C.B.I. did not initiate criminal action against the petitioner but suggested for a departmental enquiry for major punishment. There was no delay in issuance of the charge sheet. The Vigilance Officer of the Respondent gave a report to the C.B.I. who registered a case in February, 1985 and submitted a report in September, 1986, so the charge sheet was issued on 26-11-1986. Acceptance of the premiums does not prevent the Insurance Company from taking action against the employee if any serious misconduct indulged in by him comes to their notice later. The petitioner instead of utilising his contacts to procure more business from that Company started to give undue favour to parties who are his relatives. The removal from service is justified. The Petitioner is not a workman. His duties are primarily promotional managerial and administrative on behalf of the Company. His work is not skilled or unskilled, manual or clerical or supervisory or technical work. His work involves recruitment, training and controlling the agents, to develop the insurance business, to service the business and discharge other functions. As such this Tribunal has no jurisdiction to entertain this dispute.

4. This Tribunal heard the validity of the domestic enquiry as a preliminary point and by an Order dt. 31-1-1995 held that the domestic enquiry

defective and as such void. However, this Tribunal gave permission to the Respondent Management to adduce evidence in proof of misconduct of the Petitioner workman. The Respondent filed I.A. No. 124 of 1995 to decide as to whether the petitioner is a workman or not, as a preliminary point and this Tribunal dismissed the said petition on 28-11-1995 with an observation that the said point will be decided in the Award. The said order was confirmed by the A.P. High Court on 6-2-1996 in M.P. No. 28782 of 1995.

- 5. The Respondent-Management examined M.W. 1 to M.W. 5 and marked Exs. M1 to M44. The workman examined himself as W.W. 1 and marked Exs. W1 to W9. Both the parties are heard.
  - 6. The points for consideration are as follows:
    - (1) Whether the petitioner is a workman within the meaning of Section 2(s) of the I.D. Act?
    - (2) Whether the Respondent is justified in removing the Petitioner from service?
    - (3) To what relief?

7. POINT (1):—The petitioner was appointed as Inspector in the Respondent-Company during 1980, under Ex. M17 order dt. 4-2-80. He joined the service on 20-2-1980. This post of Inspector was re-designated as Development Officer in 1987 by Ex. M18 dt. 13-2-87. The duties and functions of an Inspector are enumerated in Clause 8 of Ex. M17 appointment order on which the Petitioner signed. The Schedule 'A' containing of Inspectors functions is also attached to Ex. M17 but the petitioner pleads that he did not receive a copy of it. The petitioner was in service for four years, and he ought to have known the duties and functions of his job. His main functions are enumerated by the Senior Divisional Manager (M.W. 2) in his deposition as "Their functions are to recommend, recruitment of agents, assist them and train them and co-ordinate procurement of general insurance Second function of Development Officer business. is they have to procure general insurance business and service them in the area of their jurisdiction. Third function is they have to issue cover note and kutcha receipts on receipt of premium from the insurer. Apart from the above, as per the guide lines given by the Management, they have to do general insurance business. They are supposed to make a diary keeping a record of business procured and to produce to the Management as and when called for. These are functions of the Development Officers." The above functions are admitted by the Petitioner also. The main duty of an Inspector is to collect the premium, issue cover notes to the parties and send the premiums as well as cover notes to the Branch Office. He has also to canvas the business for the Company.

- 8. The respondent pleads that the Petitioner is not a workman as he does not attend to manual, clerical, skilled and unskilled, technical, operational and supervisory work enumerated in Section 2(s) of the I.D. Act. The Petitioner contends that he does clerical work in writing the cover notes and so he is a workman.
- 9. The 'workman' is defined in Section 2(s) of the I.D. Act as follows:

Workman' means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technicall, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under the Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person,

(i) who is subject to the Air Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or

- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupses per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers veseted in him, functions mainly of a managerial nature."

This definition was subject matter of interpretation by the superior Courts. A person to be workman must be discharging duties concerned in the main clause. He does not become a workman if he is not covered by the four exceptions in Section 2(s) of the I.D. Act. It was so held by Supreme Court BURMAH SHELL OIL STORAGE AND DISTRIBUTING COMPANY OF INDIA v. THE BURMAH SHELL MANAGEMENT STAFF ASSOCIATION AND OTHERS (AIR 1971 Lab. I.C. Page 699). The Supreme Court in LLOYDS BANK LTD. PANNALAL GUPTA (1961 F.L.R. Page 219) and in SHRI S. MAINI v. M/S. CARONA SAHU CO. LTD. AND ORS. (1994) F.L.R. Page 321) and Divisional Bench of our High Court in S. S. ZAFFAR v. LABOUR COURT, HYDERABAD (1990)(3) A.L.T. Page 617) held that the nature of the duties are relevant and not the designation, to determine whether a particular employee is a workman or not, within the meaning of the I.D. Act. The learned counsel for the Petitioner workman relied upon the decision in S. K. VARMA v. MAHESH CHANDRA AND ANOTHER (1983 S.C. Cases L & S Page 510 = 1983 (4) S.C. Cases, Page 214 = ATR 1984 S.C. Page 1462 = 1983(2) LLJ Page 429) wherein the Supreme Court held that Development Officers, of L.I.C. of India are workmen within the meaning of Section 2(s) of the L.D. Act. He also relied upon VED PRAKASH GUPTA v. MIS DELTON CABLE INDIA(P) LTD. (1984 S.C. Cases, L & S Page 281) wherein the Security Inspector is held to be a workman. He lastly relied upon VIMAL KUMAR JAIN v. LABOUR COURT KANPUR AND ANOTHER (1987 S.C. Cases L&S Page 283) wherein a maintenance Engineer who performs supervisory work and authorised to make temporary appointments, grant leave, initiate departmental proceedings etc. is not a workman. He redict upon the last decision in support of his contention that the Petitioner does not have any of the above, said powers and so he is not a workman. As against the above, the learned counsel for the Respondent relied upon IN H. R. ADYAN-THAYA ETC. ETC. v. SANDOZ (INDIA) LTD. ETC. ETC. (1995 (I) LLJ Page 303) wherein the Supreme Court held that the decision of the same Court with regard to Development Officer in LIC of India in S. K. VARMA Case is "per incuriam". It is necessary to extract the observation of the Supreme Court in 1995 (I) LLJ, Page 303 with regard to S. K. Varma's case to appreciate the point.

"In S. K. VARMA v. MAHESH CHANDRA & ANR. (1983-II-LLJ-429) the dispute was whether Development Officers of the Life Insurance Corporation of India (LIC) were workmen. dispute arose on account of the dismissal of the appellant Davelopment Officer w.e.f. February 8, 1969. The Court noticed that the change in the definition of workman brought about by the Amending Act 36 of 1956 which, stated above, added to the originally enacted definition, two more categories of employees viz., those doing 'supervisory' and 'Technical' work. The three Judges Bench of this Court did not refer to the earlier decisions in May & Baker, WIMCO and Burmah Shell cases (supra). The Bench only referred to the decision of this Court in Workmen of Indian Standards Institution v. Management of Indian Standards Institution (1976-I-LLJ-33) where while considering whether ISI was an 'industry' or not, it was held that since the I.D. Act was a legislation intended to bring about peace and harmony between management and labour in an 'industry', the test must be so applied as to give the widest possible connotation to the term 'industry' and therefore a broad and liberal and not a rigid and doctrinaire approach should be adopted to determine whether a particular concern was industry or not. The Court, therefore, held that to decide the question whether the Development Officers in the LIC were workmen or not, it should adopt a pragmatic and not a pedantic approach and consider the broad question as to on which side of the line the workmen fell. viz., labour or management and then to consider whether there were any good reasons for moving them over from one side to the other. The Court then notices that the LIC Staff Regulations classified the staff into four categories, viz. Officers, (ii) Development Officers, (iii) Supervisors and Clerical Staff, and (iv) Subordinate staff. The Court pointed out that Development Officers were classified separately both from Officers on the one hand and Supervisors and Clerical Staff on the other and that they as well as

Class III and Class IV Staff other than Superintendants were placed on par in as much as their appointing and disciplinary authority was the Divisional, Manager whereas that of Officers was Zonal Manager, The Court also referred to their scales of pay and pointed out that the appellation 'Development Officer' was по more than a glorified designation. The Court then referred the nature of duties of Development Officers and pointed out that a Development Officer was to be a whole-time employee and that his operations are to be restricted to a defined area and that he was liable to be transferred. He had no authority whatsoever to bind the Corporation in any way. This principal duty appeared to be to organise and develop the business of the Corporation in the area allotted to him, and for that purpose, to recruit active and reliable agents, to train them, to canvas new business and to render post sale services to policy-holders. He was expected to assist and inspect the agents. Even so, he had not the authority either to appoint them or to take disciplinary action against them. He did not even supervise the work of the agents though he was required to train them and assist them. He was to be a friend, philospher and guide of the agents working within his jurisdiction and no more. He was expected to 'stimulate and excite', the agents to work while exercising no administrative control over them. The agents were not his subordinates. He had no subordinate staff working under him. The Court, therefore, held that it was clear that the Development Officer could not by any stretch of imagination be said to be engaged in any administrative or managerial work and therefore, he was a workman within the meaning of the I.D. Act. Accordingly, the order of the Industrial Tribunal and the judgement of the High Court holding that he was not a workman was set aside. As has been pointed out above, this decision did not refer to the earlier three decisions in May & Baker. WIMCO and Burmah Shell cases (supra) and obviously proceeded on the basis that if an employee did not come within the four exceptions to the definition. He should be held to be a workmen. This basis was in terms considered and rejected in Burmah Shell case (supra) by a coordinate Bench of three judges. Further no finding is given by the Court whether the Development Officer was doing clerical or technical work. He was admittedly not doing manual work. We may have,

therefore, to treat his decisions as "per incuriam"

What is "per incuriam" was decided in STATE OF U.P. AND ANOTHER v. SYNTHETICS AND CHEMICALS LTD. AND ANOTHER [1991(4) S.C. Cases Page 139] in Paras 40 and 41 as follows:

'Incuria' liberally means 'carelessness'. In practice per incuriam appears to mean per ignoratium, English courts have developed this principal in relaxation of the rule of stare decisis. The 'quotable in law' is avoided and ignored if it is rendered, in ignoration of a statute or other binding authority' (Young v. Bristol Aeroplane Co. Ltd.). Same has been accepted. approved and adopted by this Court while interpreting Article 141 of the Constitution which embodies the doctrine of precedents as a matter of law. In Jaiso Sahu v. Rajdewan Dubey this Court while pointing out the procedure to be followed when conflicting decisions are placed before a bench extracted a passage from Halsbury's Laws of England incorporating one of the exceptions when the decision of an appellate court is not binding.

Does this principle extend and apply to a conclusion of law, which was neither raised nor preceded by any consideration. In other words can such conclusions be considered as declaration of law? Here, again the English courts and jurists have carved out an exception to the rule of precedents. It has been explained as rule of sub-silentio. "A decision passes subsilentio, in the technical sense that has come to be attached to that phrase, when the particular point of law involved in the decision is not perceived by the court or present to its mind". (Salmond on Jurisprudence 12th Edn. p. 153) Iu Lanceaater Motor Company (London) Ltd., Bremith Ltd., the court did not feel bound by earlier decision as it was rendered 'without any argument, without reference to the crucial words of the rule and without any citation of the authority'. It was approved by this Court in Municipal Corporation of Delhi v. Gornam Kaur. The bench held that 'precedents sub-silentio and without argument are of no moment'. The Courts thus have taken recourse to this principle for relieving from injustice perpetrated by unjust precedents. A decision which is not express and is not founded on reasons nor it proceeds on consideration of issue cannot be deemed to be a law declared to have a binding effect as is contemplated

by Article 141. Uniformity an consistency are core of judicial discipline. But that which escapes in the judgment without any occasion is not ratio decidendi. In B. Shama Rao v. Union Territory of Pondicherry it was observed, it is trite to say that a decision is binding not because of its conclusions but in regard to its ratio and the principles, laid down therein. Any declaration or conclusion arrived without application of mind or preceded without any reason cannot be deemed to be declaration of law or authority of a general nature binding as a precedent. Restraint in dissenting or overruling is for sake of stability and uniformity but rigidity beyond reasonable limits is inimical to the growth of law."

So the decision in S. K. Varma's case that Development Officer of L.I.C. of India is a workman is not a judicial precedent or settled law to be The duties of Development Officer, L.I.C. of India and the Development Officer in the Respondent Company (Oriental Insurance Company) are identical. The work of the Petitioner cannot be manual, unskilled, skilled, technical, operational clerical or supervisory work. He may be canvasing the business of the He can be Respondent Insurance Company. sales promotion employee. I. therefore, hold that the petitioner is not a workman within the meaning of Section 2(s) of the I.D. Act.

10. POINT (2):—The Petitioner was served with Ex. M1 Charge Sheet with the following charges:

"While functioning as Inspector at Pedanandipadu during 1984 you abused your position as a Public Servant in as much as you colluded with private parties i.e. M|s. Sekala Veerabhadraiah & Co., and M|s. Pedanandipadu Cotton Press, Pedanandipadu & Others in antidating Eight Cover Notes to an extent of 82.50 lakhs for the uninsured properties kept in the joint premises of Mls. Sakala Veerabhadraiah & Co., and M/s. Pedanandipadu Cotton Press which were lost in the fire accident occurred on 15-8-1984 and facilitated them in preferring heavy undue claims to the said extent as detailed in the statement of Imputation of misconduct and thereby and hereby you have misconduct and committed gross showed lack of integrity.

By your above aforesaid acts you exhibited lack of integrity and conduct unbecoming of a Public Servant and contravened the Rule 3(i) of General

1. Uniformity an consisof judicial discipline. But

Insurance (Conduct, Discipline & Appeal) Rules, 1975."

A statement of Imputation of Misconduct giving the details is enclosed to the charge, the Petitioner gave an explanation Ex. W6 denying the charges. A domestic enquiry was conducted. Ex. M10 is the record of domestic enquiry. The Enquiry Officer submitted his enquiry report Ex. M13. The Disciplinary Authority removed the petitioner from service by Ex. M14 order dated 28-11-1990. His appeal was also dismissed by Ex. M16.

11. The Circumstances leading to the above charge sneet are as follows: M|s. Sakala Veeraohadratan & Co. and Pedanandipadu Cotton Press are in the same compound. Both of them owned by firms in which 5. Veerabhadralan and his two brothers are partners. These two nrms nave set up machinery for ginning the cotton and pressing the same into bales. In 1982 they also set up machinery to extract oil from the cotton seeds. The purchase cotton for ginning and extracting oil and preparing cotton into bates and sell them. They also do job work for third parties. The Ginning Mill and Baling will as well as stock are being insured by the Respondent-Company since a long time. The Petitioner is the son-in-law of sister of Sakala veerabnadraiah. He was appointed at Pedanandipadu as Inspector in 1980 to canvas business. His address is also given as Co Sakala Veerabhadraiah and Company in Ex. M17 appointment order. There was a fire accident on 15-8-84 in the premises of this factory. The ginning Mill and Baling Mill as well as some cotton was insured even before 14-8-1984 for about Rs. 90 lakhs as admitted by M.W. 3 and for about a crore of rupees and odd as mentioned in Ex. 36 report of the C.B.I. The petitioner informed M.W.3 the then Assistant Branch Manager, Guntur about the fire accident and M.W. 3 visited the factory on that night itself alongwith the Surveyor. At that time the Petitioner informed him that he issued eight more cover notes on 14-8-1984 for about Rs. 82 lakhs. The petitioner claimed to have posted the duplicate cover notes alongwith six cheques on 14-8-1984 to the Branch Office at Guntur. He also claims that he sent two more duplicate copies of the cover note alongwith D.D. on 16-8-1984 as the party gave cash on the evening of 14-8-1984 after the Banking hours, and 15-8-1984 being Holiday in connection with Independence Day. The respondent encashed the cheques and D.Ds as mentioned in C.B.I. report and it is also in the evidence of M.W.3 that receipts were given for the said amount without prejudice to their rights. Office copies receipts are not filed into the Tribunal. The Respondent suspected that the Petitioner issued these cover notes, eight in number, after the fire accident, in collusion with his, relations who are the owners of Sakala Veerabhadraiah and Co., he having married the daughter of sister of Sakala Veerabhadraiah and also in collusion with third parties. The Respondent suspended the petitioner and gave a report to the CBI. The CBI enquired into the matter and gave Ex. M36 report whereby it opined that there is no material to prosecute the petitioner and other businessmen but there is material to initiate departmental action for major penalty against the petitioner. Thereafter a charge sheet was served upon the petitioner, an enquiry was conducted and he was removed from service. The Respondent

also did not honour the claims of the beneficiaries under the eight cover notes issued by the petitioner. So they filed suits in the Civil Courts. The Civil Courts decreed the suits against the Respondent and the Respondent preferred appeals in the High Court. Exs. W7 to W9 and Exs. M37 to M43 are the Judgements and the Decrees of the trial Courts and stay orders of the High Court.

12. The contentions of the Petitioner is that he issued the cover notes on 14-8-1984 itself and that he has not anti-dated them. The details of the cover notes issued by the petitioner as per his evidence are as follows:—

SI. No.	Ex, No.	Name of party	Amount Rs.	Property covered	Time of issuance
	2	3	4	5	6
1.	M 21	Sakala Veerabhadraiah & Co.	15 lakhs	Stock of Cotton	4 P. M.
2.	M 23	Lakshmi Cotton Traders	3 lakhs	Cotton Bales	7. <b>30</b> P. M.
3.	M 24	N. Venkateswar	3 lakhs	Cotton Bales	7.30 P. M.
4.	M 25	N. Venkateswar	1.5 lakhs	-do-	7.30 P. M.
5.	M 26	S. Veerabhadraíah	50 lakhs	Cotton Oil seed Mill. Decoiteating Mill & Plant & Machinery	4.30 P.M.
6.	M 27	K. Ramakrishna Rao Traders	1.50 lakhs	Cotton Bales	6.00 P.M.
7.	M 28	Tirumula Cotton Trading Co.	7 lakhs	-4o-	6.00 P.M.
8.	M 29	Srinivasa Cotton Traders	1.50 lakhs	-do-	6.30 P.M.

13. The Respondent relied upon the following circumstances in support of its contention that the Petitioner issued these cover notes after the fire accident in collusion with the above persons (1) The petitioner is closely related to S. Vcerabhadraiah and his brothers who are major beneficiaries (2) The petitioner first issued Ex. M30 cover notes for Rs. 10 lakhs covering the machinery etc., corrected the figures Rs. 10 lakhs to Rs. 40 lakhs cancelled it and then issued Ex. M26 Policy for Rs. 50 lakhs for the same factory and machinery (3) Ex. M24 and Ex. M25 cover notes were issued in the name of the same person for the cotton stock lying in the same compound. The lot number is mentioned in Ex. M25 and not mentioned in Ex. M24 (4) The petitioner issued cover note Ex. M31 in favour of Lakshmi Cotton and Ginning Mills, Ravipadu but cancelled it as it was found that the stock of this mill is not available in the premises of this factory (5) There are instructions in Ex. M19 Circular dated 16-10-76 directing the Inspectors to inform the issuance of cover notes to the Controlling Officer by telephone. telegram or in person, that the petitioner issued Exs. M32 to M34 telegrams on earlier occassions but did not issue telegram or inform the Control-I'ng Officer by telephone about the issuance of 8 cover notes for a heavy amount of Rs. 82 lakhs. On the other hand he issued Ex. M35 telegram on 16-8-1984 after the visit of M.W.3 (6) The petitioner did not inform M.W.3 on phone on 15-8-84 about the issuance of these cover notes and he informed about the fire accident only (7) He was not available at the place of accident by the time of visit of M.W.3 and the Surveyor and he came after one hour only.

- 14. The Petitioner answered the above points. I will discuss each point in detail.
- 15. The fact that the Petitioner married the daughter of sister of S. Veerabhadraiah is known to the Officers of the Respondent-Company. In fact Ex. M17 order of appointment was sent to the address of Sri S. Veerabhadraiah and Company. S. Veerabhadraiah and Co. is a major client of the Respondent-Company. The Respondent Company is taking the services of the petitioner for getting more business from Veerabhadraiah and Company. There is possibility of the Petitioner colluding with his relation after the fire accident, but the relation by itself cannot be a ground for holding that the cover notes were issued with an ante date after the fire accident.

16. There is some force so far as the second point is concerned. Sri S. Vecrabhadraiah and Co. was started in 1973 and it was only ginning the cotton and selling the lint or bales after getting the bales pressed elsewhere. They started Pedanandipadu Cotton Press in 1976 and installed baling press also. The said two mills were insured. They have installed oil extracting mill in 1982. did not insure these oil extracting mill and adjoining godowns etc. till 14-8-1984, when Ex. M26 cover note was said to have been issued. information is available in Ex. M36 report of the C.B.I. The evidence of M.W.3 is that though they have been requesting the proprietors to insure this Oil Extracting Mill also from 1982, they did not do so and themselves suddenly insuring this Oil Mill one day before the fire accident, is a doubtful circumstances. The Petitioner submits that the owners did not insure the mill earlier as there was no Bank loan and they have taken Ex. M26 cover note on 14-8-1984 at the instance of the Bank of Baroda from which it took the loan some time before the Policy. The C.B.I. Officer found that the Accountant of the Bank of Baroda also issued an ante-dated letter for taking the Insurance Policy and the C.B.I. recommended for departmental action against the said Accountant by name Ratnam. The issuance of Ex. M30 cover note in the first instance for Rs. 10 lakhs, correcting the figure to Rs. 40 lakhs and then cancelling the same and issuing Ex. M26 cover note for Rs. 50 lakhs is a doubtful circumstance against the Petitioner. All the machinery and superstructure etc., were insured for Rs. 10 lakhs only under Ex. M30 cover note. The figure Rs. 10 lakhs was converted to Rs. 40 lakhs and the premium was also corrected in Ex. M30 but the words "10 lakhs" remained in tact. Ex. M30 was cancelled and then Ex. M26 Policy for Rs. 50 lakhs was issued for the self same property. The Petitioner came forward with the version that Sakala Satyanarayana, the younger brother of S. Veerabhadraiah asked him to insure the cotton seeds, Oil Mill and Godown for Rs. 40 lakhs. There is another Godown worth Rs. 10 lakhs. They are no electrical fittings in the Godown. So he prepared the cover note for Rs. 10 lakhs only to insure the godwon. He corrected Rs. 10 lakhs to Rs. 40 lakhs with an intention of covering the whole property which is in the same premises. Then S. Veerabhadraiah came and asked him to issue the cover note for Rs. 50 lakhs as the prices have gone up. So he cancelled Ex. M30 and issued Ex. M26. admits that he would first record the amount for which the Policy is issued then describe the properties and as a last item he records the premium payable by the party in the Cover Note. This is a suspicious circumstance against the Petitioner.

17. The third point is that the petitioner issued two policies Exs. M24 and M25 to the same party by name N. Venkateswarlu of Chintaguntapadu of Prakasham District for the cotton stock lying in

the same compound i.e. the premises of S. Veerabhadraiah and Co. The lot number is noted as 219 in Ex. M25 but no such lot number was ment oned in Ex. M24. It is difficult to identify the cotton stock described in Ex. M24 but the cover note was issued for Rs. 3 lakhs, whereas Ex. M25 cover note for identifiable property was issued for Rs. 1.5 lakhs. The petitioner comes forward with a version that this N. Venkateswarlu owned the cotton covered under Ex. M24 cover note jointly with other landlords whereas he is the exclusive owner of the cotton covered by Ex. M25. fact was not mentioned in Ex. M24. The cotton of Ex. M24 cannot be identified. He admits that he has not seen the cotton before issuing the cover note.

18. There is also some force in the contention of the Respondent that it is improbable for Sri N. Venkateswarlu who belongs to Prakasham District as stated in Ex. M24 and Guntur District as described in Ex. M25 and the Proprietor of the He Ramakrishna Traders, Abbinanigunta Palem, Guntur District to whom Ex. Prathipadu (Tq) M27 was issued, to come to S. Veerabhadraiah and Company on that evening with cheque books and cash. Of course the Respondent did not clicit the distance between Pedanandipadu on one side and Chintaguntapadu the native village of N. Abbinaniguntapalem Venkateswarlu and native place of the proprietor of Sri Heramakrishna Traders on the other.

19. The petitioner issued another cover note Ev. M31 in favour of State Bank of India, Varagani and Lakshmi Ginning Mills, Ravipadu, Pratipadu Tq., Guntur District for the stock of cotton lying in the premises of Nagulapadu Cotton Private Ltd., Pedanandipadu. It was cancelled. This Nagulapadu just adjoins Pedanandipadu and both oppears as one village. The contention of the Respondent is that this Policy was issued thinking that the stock is also in the Mill that was burnt but when it was found to be in some other premises, so it was cancelled. This Pedanandipadu Cotton Press belongs to S. Veerabhadraiah and Co., and it is in the same premises. Ex. M31 is for the Nagulapadu Cotton Pvt. Ltd. The version of the Petitioner is that the owners of the stock intended to insure the stock in the first instance but again went back on the ground that they discharged the debt of the Bank. This circumstance can be taken to come to the conclusion that all the cover notes were prepared in a hurry.

20. Ex. M19 Circular dated 16-10-1976 contains the instructions given to Inspectors and Agents with regard to issuance of cover notes. Clause 3 reads as follows:

"Mofussil-Inspectors Agents authorises by Competent authorities should be constructed to send a short telegram to the Controlling Office about the issue of cover note if a cover note is issued after last postal clearance time on any working day. This telegram should mention the number of the Cover Note, property insured, the perils (period) covered and the sum insured,"

From the above clause, the Inspectors should send a short telegram to the Controlling Authority about the issuance of the cover notes when it is issued after the postal timing is over. The petitioner is in the habit of issuing telegrams and he issued Ex. M32 to M34 telegrams. The Petitioner states that he was in the habit of issuing telegrams when he issued cover notes covering the property in transit, as the Policy and risk commence, the moment the vehicle starts and not in ordinary cases. No doubt, Exs. M33 and M34 cover transit insurance and goods to be transported in lorries. Ex. M32 covers cotton worth Rs. 10 lakhs belonging to Sambasiva Cotton and General Trading Company and lying in the premises of Nagulapadu Pvt. Ltd. But the C.B.I. Inspector found that the petitioner did not issue such telegrams on many in occassion, that disobedience or breach of the above Circular is a rule than observance and that the Respondent Company did not mind the breach of the rule. So in the circumstance, it cannot be held against the Petitioner. But his evidence that post master goes away after 4.00 P.M. or that the telegrams are not received after 4.00 P.M. is far from truth. Exs. M32 to M34 were issued from Pedanandipadu after In fact Exs. M32 was issued at 6.00 P.M. It is in the report of the C.B.I. Inspector that the telegrams are received even after 5.00 P.M. if late fee of Rs. 2.00 is paid. The Petitioner did not make any effort to inform the Branch Office though he issued cover notes worth Rs. 58 lakhs by 4.30 P.M. itself (Vide Exs. M21, M23 and M26). He says that he booked Trunk Calls to the houses of the Officers at Guntur know whether the premium has to be collected for Electrical Fittings, but the call did not materialise, He did not produce any evidence in support of it. On the other hand, the report of the Enquiry Officer is against him. It can be seen from the report of the Enquiry Officer that the statement of the Post master recorded by C.B.I. people was shown to the Post Master examined in the enquiry and the Petitioner put one or two questions only to him. The said statement is not filed in this Tribunal though marked as exhibit in the enquiry. The Enquiry Officer observed that the evidence of the Post Master is against the Petitioner. The Respondent did not examine the Post Master in this Tribunal. The C.B.I. Inspector also observed that except the version of the Petitloner, there is no other material on this aspect. The fact remains that inspite of issuing cover note worth Rs. 82 lakhs, the petitioner did not make any attempt to inform the Branch Office about the same. The Petitioner was said to have issued Ex. M35 telegram on 16-8-1984 informing the fire accident but the petitioner denies to have issued the same. I do not think that anybody would spend money from his pocket and issue a telegram in the name of the Petitioner.

- 21. There is oath against oath so far as the points 6 and 7 are concerned. M.W.2 deposed that the Petitioner telephoned to him and informed him about the fire accident on 15-8-1984 but did not inform him about the issuance of the cover notes on 14-8-1984. He also states that the Petitioner was not available when he reached the burning mill and the petitioner came after one hour. The petitioner asserts that he informed M.W.3 about the issuance of the cover notes on phone on 15-8-1984 and he was available when M.W.3 came to the burnt mill. These circumstarted to burn in the afternoon itself and petitioner need not take time till 8.00 P.M. or oner need not take time till 8.00 P.M. or 9.00 P.M. to prepare these 8 cover notes.
- 22. There are certainly suspicious circumstances against the petitioner. But the Petitioner had put in more than four years of service by the date of this accident and it is admitted by the Management's witnesses that he had a clean record till then. There is no evidence as to when actually the officers of the Respondent started to suspect the transactions and gave report to the Police. They have encashed the cheque issued by some parties and D.Ds. sent by the Petitioner for cover notes issued on N. Venkateswarlu. In these circumstances, the termination of the service of the Petitioner is not justified. But, even then, the Tribunal will not order for his reinstatement in such circumstances. This Tribunal however would order for payment of compensation as the Respondent lost confidence upon the Petitioner. compensation can be salary for three years which was awarded by Supreme Court in some cases.
- 23. POINT (3).—In view of my finding on Point No. 1 that the petitioner is not a workman within the meaning of I.D. Act, an Award is passed holding that the reference is not maintainable in this Tribunal.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 18th day of January, 1997.

## V. V. RAGHAVAN, Industrial Tribunal-I

## APPENDIX OF EVIDENCE

Witnesses examined for Witnesses examined the Petitioner for the Respondent W.W.1 Koteswara M.W.1 B.R.C. Prasad M.W.2 N. Chandra Mohan M.W.3 G. Rama Rao M.W.4 T. Tirapaiah

M.W.5 Umesh.

## DOCUMENTS MARKED FOR THE PETITIONER

- Ex. W1 29-2-88 Copy of the Representation given by the workman to the Enquiry Officer.
- Ex. W2 3-3-90 Copy of the Representation given by the workman to the Enquiry Officer.
- Ex. W3 6-3-90 Letter from the Enquiry Officer to Sri K. Hanumantha Rao, Devl. Officer (under Suspension) Camp, Vijayawada.
- Ex. W4 12-3-90 Copy of the Representation given by the Petitioner to the Enquiry Officer.
- Ex. W5 12-3-90 Statement of Fire Insurance for the year 1980 (February 20th to December).
- Ex. W6 22-1-87 Reply submitted by WW1 to the Regional Manager, Oriental Insurance Co. Ltd.
- Ex. W7 30-3-95 Xerox copy of the Order copy in Q.S. No. 414|87 in the Court of Addl Subordinate Judge, Guntur.
- Ex. W8 19-7-93 Order copy in O.S. No. 27|88 of the Principal Subordinate Judge, Guntur.
- Ex. W9 27-4-95 Copy of the O.S. No. 537/89 dated 27-4-95.

## DOCUMENTS MARKED FOR THE RESPONDENT

- Ex. M1 26-11-86 Letter addressed to Sri K. Hanumantha Rao by the Regional Manager, enclosing the articles of charges levelled against for K. Hanumantha Rao.
- Ex. M2 22-1-87 Representation submitted to the Regional Manager, Oriental Insurance Co. Ltd., by K. Hanumantha Rao.
- Ex. M3 22-6-87 Order of appointment of Enquiry Officer appointing Sri P. Umesh Branch Manager, CBO-I, Hyd. as E.O.
- Ex. M4 28-10-88 Order of appointing Sri B. R. C. Prasad Asst. Manager, Hyderabad as Enquiry Officer.
- Ex. M5 1-5-89 Order of appointment of Sri C. B. Rao, Inspector CBI as Enquiry Officer.
- Ex. M6 29-2-88 List of addresses submitted by K. Hanumantha Rao in the domestic enquiry.
- Ex. M7 3-3-90 Letter addressed by Sri K: Hanumantha Rao to the Enquiry Officer, B. R. C. Prasad.

- Ex. M8 6-3-90 Letter addressed by Sri K. Hanumantha Rao to the Enquiry Officer, B. R. C. Prasad.
- Ex. M9 12-3-90 List of witnesses submitted by K. Hanumantha Rao to the domestic enquiry.
- Ex. M10 12-3-90 Proceedings of the Domestic enquiry.
- Ex. M11 4-5-90 Enquiry Officers letter forwarding prosecution brief in RC 12/65-VSP against K. Hanumantha Rao.
- Ex. M12 26-5-90 Letter from K. Hanumantha Rao B. R. C. Prasad Enquiry Officer forwarding of defence brief of COA in KC 12 85 in domestic enquiry.
- Ex. M13 26-5-90 Enquiry report submitted by B. R. C. Prasad E.O.
- Ex. M14 26-5-90 Letter enclosing the Enquiry proceedings for delinquent workman.
- Ex. M15 28-4-91 Appeal of K. Hanumantha Rao Ex. Development Officer, Branch-I, Guntur submitted to the Asst. G. M. Per: Department, Oriental Insurance Co.
- Ex. M16 27-9-91 Order of the Asst. Genl. Manager and Competent Disciplinary Authority passed against K. Hanumantha Rao.
- Ex. M17 4-2-80 Appointment Order issued to K. Hanumantha Rao.
- Ex. M18 13-2-87 Notification issued by the Ministry of Finance Department of Economic Affairs.
- Ex. M19 16-10-76 Circular issued to Inspectors and Agents regarding issue of cover notes.
- Ex. M20 16-10-76 General Insurance Rationalisation of Pay Scales and other conditions of service of Development Staff Scheme, 1976.
- Ex. M21 14-8-84 Cover note No. 91009 covering the Cotton Kappas Lint cotton seed and fully pressed cotton bales belong to Sri Sakala Veerabhadraiah and Co. for Rs. 15 lakhs.
- Ex. M22 14-8-84 Telegram issued by Sakala Veerabhadraiah on 16-8-84 regarding the occurrence of the fire accident to the building and stocks.
- Ex. M23 14-8-84 Cover note of Insurance Co. regarding Sree Lakshmi Cotton Traders Pedanandipadu for 14-8-84 to 16-10-84.
- Ex. M24 14-8-84 Cover Note.
- Ex. M25 14-8-84 Cover Note.

- Ex. M26 14-8-84 Cover note insured in this cover note in Bank of Baroda on A<sub>1</sub>c. of Sakala Veerabhadraiah and Co. for the period from 14-8-84 to 14-9-85 for Rs. 50 lakhs.
- Ex. M27 14-8-84 Cover note—the insuranced party is stock of Heramkrishna Traders, Abbinanguntala padu lying in the premises of M|s. S. Veerabhadraiah and Co. paid Insurance from 14-8-84 to 14-9-85 for Rs. 1 lakh 50 thousand.
- Ex. M28 14-8-84 Cover note insured in this cover note to M|s. Tirumala Cotton Trading Co. Pedanandipadu for the period from 14-8-84 to 14-10-84 for sum insured Rs. 7 lakh.
- Ex. M29 14-8-84 Cover note insured in this cover note is M|s. Srinivasa Cotton Traders Pedanandipadu for a sum of Rs. 1.50 lakhs for the period from 14-8-84 to 14-10-84.
- Ex. M29(A)
  14-8-84 Duplicate Xerox copy of
  Ex. M29.
- Ex. M30 14-8-84 Policy bearing No. 91061.
- Ex. M31 14-8-84 Policy bearing No. 91008.
- Ex. M32 14-8-84 Telegram issued by the Petitioner dated 31-3-84.
- Ex. M33 14-8-84 Telegram issued by the Petitioner dated 31-3-84.
- Ex. M34 14-8-84 Telegram issued by the Petitioner dated 31-3-84.
- Ex. M35 14-8-84 Telegram issued on 16-8-84.
- Ex. M36 14-8-84 C.B.I. Enquiry Report.
- Ex. M37 7-8-95 Xerox copy of Interim suspension Order CMP No. 10844 of 1985 of the High Court of A.P.
- Ex. M38 9-2-84 Xerox copy of the Order in CMP No. 1560|94 in A.S. No. 95|94 of the Hon'ble High Court.
- Ex. M39 1-9-95 Order copy in CMP No. 11114|95 in A.S. 936|95 and other of the Hon'ble High Court.
- Ex. M40 17-1-96 Xerox copy of Order of the Hon'ble Supreme Court in SLA Crml. No. 737-739|96.
- Ex. M41 25-1-96 Xerox copy of the Order SLP No. (Civil) Nos. 737-739|96 of Honble Supreme Court.
- Ex. M42 25-2-84 Order copy in O.S. No. 18|91 of III Addl. District Judge, Guntur.

- Ex. M43 25-2-84 Decreeted Order in OS No. 18|91 of III Addl. District Judge, Guntur.
- Ex. M44 25-2-84 Conduct Discipline and Appeal Rules of General Insurance, 1975.

## नई दिल्ली, 19 फरवरी, 1997

का०आ०. 726:—औद्योगिक विवास अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैक ग्रांफ महाराष्ट्र के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट आद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-97 को प्राप्त हुआ था।

[संख्या एल-12012/03/93-आई०आर०वी० II] क्रज मोहन, डैस्क अधिकारी

## New Delhi, the 19th February, 1997

S.O. 726.—In pursuance of Section 17 of the industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 18-02-97.

[No. L-12012|03|93-I.R.B. II] BRAJ MOHAN, Desk Officer

## **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI PRESENT:

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2|45 of 1993 EMPLOYERS IN RELATION TO THE MANAGEMENT OF BANK OF MAHARASHTRA

#### AND

#### Their Workmen

#### APPEARANCE:

For the employer: Mr. A. P. Nayak, Representative.

For the workmen: Mr. Vinayak Karmarkat, Representative.

Mumbal, dated 31st January, 1997

#### AWARD

The Government of India, Ministry of Labour by its order No. L-12012[3]93-IR (B.II) dated

12-5-93 had referred to the following Industrial Dispute for adjudication

- "Whether the action of the management of Bank of Maharashtra in relation to its Aurangabad Zone in refusing to pay special allowance for the post of ALPM operators retrospectively to SShri J. N. Ranade, D.M. Joshi and S. K. Patki in view of delay in installation of ALP machines beyond September, 1989 i.e. the date fixed for the purpose under settlement dt. 17-8-87 is justified? If not, to what relief the workmen are entitled to?".
- 2. It is the case of the union that the management of Bank of Maharashtra and the Union entered into a settlement, that is allotment of allowance posts policy dated 13-1-87 and on Advance Ledger Posting Machines (ALPM) Settlement dated 17-8-87. In view of the said settlement three posts of ALP machines were identified at Aurangabad which was in the second phase to be completed upto September, 1989.
- 3. The union pleaded that a written examination was conducted by the management at Pune on 23-4-89. Its results were declared on 5-6-89. The workers mentioned in the reference were declared to be successful candidate and selected for the above mentioned posts. It is averred that ALP machines were actually provided supplied by the Central Office of the management at Aurangabad Zonal Office. It is averred that the management did not install machines till September, 1992. The workmen were not paid a special allowance between September, 1989 and September. 1992. It is averred that thus they are put to a loss of Rs. 350|per month. This amounts to unfair labour practice and the action of the management is without any justification. It is therefore prayed that the management may be directed to pay the allowance of Rs. 350- per month to these three employces w..f. September, 1989 with all related benefits till they were paid the allowance.
- 4. The management resisted the claim by the written statement Exhibit-3. It is averred that in view of the settlement different branches were selected for installation of those machines. There were certain criterias for installations of those machines in different branches. It is contended that the management could not install those machines for the reasons beyond their control. Therefore the selected employees could not be appointed to work on those machines. Therefore they did not work till september 1992 that it till the machines were installed. It is therefore they are not entitled to special allowance as claimed by them.
- 5. The management averred that for non-installation of machines the bank was not responsible 509 G1/97—13

but there were circumstances which were beyond the control of the management. The Landlord did not cooperate and the MS.E.B. did not supply electricity which was required for installation of those machines. These reasons were beyond the control of the management. Therefore the machines could not be installed. It is therefore submitted that the claim which is made by the workman is without any merit and deserves to be rejected.

- 6. The union filed a rejoinder as Ex-5. It reiterated the contentions taken in the statement of claim. It is averred that as regards the first phase the management could not complete the same before September, 1987 and the period was extended upto November 1987 but the work could not be completed and the posts filled in after almost 1-12 years. But the posts were treated as allotted w.e.f, 1-12-87 and the allowance therefore was paid since 1-12-87 without actual performance by the concerned machine operators. It is averred that the management did not ask for extension of period from the union as contemplated in the agreement in addition to that suitability of the premises and other things were finalised by the bank before the examinations were taken. Therefore reasons given by the management are without any merit and deserves to be rejected.
- 7. The issues that call for my consideration and my findings thereon are as follows:

Issues

Findings

No.

1. Whether the action of the management of Bank of Maharashtra in refusing to pay special allowance for the post of ALPM operators is justified?

2. If not, what relief the three workmen are entitled to?

As per the order

#### REASONS

- 8. It is not in dispute that two separate settlements were signed by the Bank of Maharashtra with the unions operating in the bank. One is allotment of allowance posts policy dated 13-4-87 and the second one is Advanced Ledger posting Machines (ALPM) settlement dated 17-8-87. Class-4 of the settlement regarding ALPM states that the second phase for installation of additional 44 Advanced Ledger Posting Machines will be taken up and complete up to September, 1989. The settlement also deal with how the branches are to be selected for mechanisation. It has to be seen:—
  - (a) Adequacy of premises at the concerned branch.
  - (b) Availability of support from vendors preferably at the place of installation of machines.

(c) Availability of adequate support of trained personnel at the place of installation of machines.

It also states that if there is any difficulty or a doubt the dispute regarding the interpretation or implementation or the provisions of the agreement it has to be referred to the standing committee for decision. It is averred in that settlement that the provisions contained for allotment of allowance carrying posts was applied in respect of posts of Advanced Ledger Posting Machines Operators. It is not in dispute that Rs. 350 p.m is the special allowance for the ALPM posts.

- 9. From the testimony of Jayant Ranade (Exhibit-7) one of the concerned workman and G. Ramchandran (Exhibit-9) Senior Manager it reveals that Aurangabad Civil Branch, Aurangabad was identified for mechanisation in the second phase where the machines were to be installed up to September, 1989. Three posts were created in that place. It is argued on behalf of the union that that itself shows that the management considered the grounds mentioned in Clause-7.1 of the settlement dated 17-8-87 for the selection of the branches for installation of machines.
- 10. Ramchandran affirmed that even though the branch at Aurangabad received the machines they could not be installed because the landlord did not ecoperate so also the necessary electric supply could not be made available from the M.S.E.B. He had given different reasons for the delay in installation of machines. To substantiate this contention the documents were not produced on the record. Ranade affirmed that the machines were there but they were not installed and they were deprived of getting special allowance.
- 11. Mr. Nayak, the Learned Representative for the management argued that the bank was agreed to install the machines, therefore it took examination and selected the candidates. He further submitted that the allegation of the union that with an ulterior motive the management did not install the machines appears to be incorrect. I find substance in it. But it is to be seen whether these persons who were selected were to be given a special allowance from September, 1989 or not. As per the settlement the machines were to be installed and the postings were to be created from September, 1989. Therefore these workmen were selected and were to be given those posts. Admittedly they did not work as the machine operators till October, 1992. They started receiving the allowance from September, 92 when the machines were installed. In the reioinder and in the testimony of Ranade it has come on record such a situation occurred at places at Bomhave and Pune so also in Delhi. Therefore the persons who were selected for those posts were given special allowance even though they did not work on those machines as they were not installed chandran had not specifically denied this position.

But at the time of the argument Mr. Nayak had admitted this position. But he tried to submit that at that time those machines were operated by different persons namely the temporary staff and the persons who were selected were not allotted the posts. Therefore they were given special allowance. So far as this submission is concerned there is no record. Admittedly the workman who were selected for the posts of machine operators even though did not work were given the allowance from the date of occurrence of those posts as per the settlement. If that is so why these workmen who were selected to work as machine operators at Aurangabad should not be given that allowance. There is no justification for the same. In other words by not granting the relief to them is practising unfair and illegal labour practice. For all these reasons I record my findings on the points accordingly and pass the following order:

## **ORDER**

The action of the management of Bank of Maharashtra in relation to its Aurangabad Zone in refusing to pay special allowance for the post of ALPM operators retrospectively to S|Shri J. N. Ranade, D. N. Joshi and S. K. Patke in view of delay in installation of ALP machines beyond September, 1989, i.e. the date fixed for the purpose under settlement dated 17-8-87 is not justified.

The management is directed to pay special allowance of ALP machine operators to all these workmen from September, 1989 till they were paid such allowance, within two months from the publication of the award in the Gazette.

S. B. PANSE, Presiding Officer

नई दिल्ली, 19 फरवरी, 1997

का०आ० 727:——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार देना बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 16-02-97 को प्राप्त हुआ था।

[संख्या एल—12012/68/94—आई०आर०बी० 2] वज मोहन, डैस्क अधिकारी

New Delhi, the 19th February, 1997

SO. 727—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their work-

men, which was received by the Central Government on 16-2-97.

[No. L-12012|68|94-I.R.-B.21 BRAJ MOHAN, Desk Officer

## **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

#### PRESENT:

Shri Justice R. S. Verma, Presiding Officer Reference No. CGIT-1|44 of 1994

### PARTIES:

Employers in relation to the Management of Dena Bank, Pune.

#### AND

## Their workmen

## APPEARANCES:

For the Management—Shri Kantharia, Advocate

For the Workman—Shri Sanjay Joshi, Advocate

STATE: Maharashtra

Mumbai, dated the 30th day of January, 1997

## AWARD

The appropriate Government by its Order dated 26th July, 1994 has referred the following dispute for adjudication to this Tribunal:

- "Whether the action of the management of Dena Bank, Pune is not regularising and terminating the services of Shri Narayan Pandit Goud, Badli Sepoy w.e.f. 24-3-93 is justified? If not, what relief is the said workman entitled to?"
- 2. The case of the workman, shorn of unnecessary details is that the applicant worked in different branches of the Bank at Kolhapur from 23-2-86 but his services were terminated illegally and without reason on 24-3-93. It was pleaded that he served continuously for the entire period but certain artificial breaks were given. Yet, the workman had completed 240 days of continuous service within one year preceding the date of termination. He was not given any notice pay or compensation as required by Section 25-F of the Industrial Disputes Act. His juniors were retained in duty at the time of termination of his services. Upon such premises, the workman claimed reinstatement with back wages and also claimed regularisation of his services.
- 3. The case of the Bank is that it is a Nationalised Bank. The Bank has the practice of calling a list of eligible persons from the District Employ-

ment Exchange and to prepare a panel of Badli Sepoys. Three different lists viz. one belonging to general category candidates, other belonging to Scheduled Caste candidates and third belonging to Scheduled Tribe candidates are prepared. As and when leave vacancies arise, they are filled from candidates so empanelled. The workman was empanelled in the general category and as and when leave vacancies arose, he used to be engaged against such vacancies. It was admitted that the workman was offered appointment initially against a leave vacancy which occurred in 1986, Thereafter, whenever a leave vacancy arose, he was engaged and each engagement came to an end by efflux of time i.e. expiry of duration for which he was appointed. It was stoutly denied that the workman had continuously served from 23-2-86 to 24th March, 1993 as alleged. It was denied that his services were terminated on 24-3-93 as alleged. It was submitted that provisions of Section 25-F of the I.D. Act were not attracted at all, It was denied that any of the juniors of the workman were retained after 24-3-93 or new appointments were made. It was submitted that name of the workman still stood on the panel and there was no question of reinstatement or regularisation in the circumstances..

- 4. Both the sides have led oral evidence in support of their respective cases. The workman has also adduced certain documentary evidence. I have heard the learned counsel for both the sides at length and have considered the material produced on record.
- 5. To adjudicate upon the dispute, it will be necessary to look into the nature of employment of the workman. The workman admitted in his cross-examination that he was engaged as a Badli Sepoy. He further categorically admitted "This is correct that a Badli Sepoy is appointed during leave vacancies". He admitted that the Bank had prepared a panel through employment exchange. He tried to dilute his admission by saying that he was also appointed when there was no leave vacancy. He claims to have been issued certain appointment letters for different periods different persons, but has not cared to place them on record. Admittedly, he was employed in different branches for different periods. This workman has placed two statements prepared by him on record, statement A and statement H. He admitted that both these satements were prepared by him and were discrepent but yet were correct. He has gone to the extent to saying that his last appointment was not against any leave vacancy. This statement does not appear to be true. It has not been pleaded that there was a regular vacancy in any of the branches at the time of his last appointment.
- 6. Mr. B. Rathnakumar, the witness of the management has categorically stated that the workman used to be appointed only against leave vacancies. It was not suggested to this witness

that at any point of time, the workman had been appointed against a regular vacancy. Of course, this witness has not been in a position to state against which employees going on leave, the workman was appointed. In spite of this, the position is that the workman had been on a panel of Badli employees, liable to be appointed against leave vacancies. This fact is further made clear by the fact that the workman did not continuously serve in any particular branch but was posted at different branches at different periods in leave vacancies.

- 7. The workman admitted that there were different breaks in his service. He, in his statement of claim, tried to characterise them as artificial breaks. In my opinion, this charge of the workman is devoid of any basis or substance. There are bound to be breaks between one engagement and the next, because each engagement would occur, only when a leave vacancy arose. The workman strongly relied upon Ex. A and H statement but they were self serving statements of the workman and were not verified to be true or correct by the officials of the Bank. Such self serving statements, being his ipse disc can not be accepted.
- 8. The workman to sustain his claim was required to show that he served continuously for a period of more than 240 days within one year preceding the date of alleged retrenchment. This fact hat not been established properly. When it is so, Section 25-F of the I.D. Act is not attracted. Moreover, in the very nature of things, every engagement in a leave vacancy would come to an end with the expiry of the period for which appointment was made.
- 9. The workman has very vaguely and generally stated that after his alleged retrenchment, his juniors were retained or new appointments were made. This charge has been categorically denied by the witness of the management. The workman has not given any particulars of such juniors or new appointees, either in his statement of claim or in his affidavit filed in lieu of examination in chief. Hence, this charge is not substantiated.
- 10. Shri Sanjay Joshi for workman cited a judgment of the Apex Court in Civil Appeal Nos. 3719, 3720 and 3721 of 1988 decided on 11-10-88. The Maharashtra State Co-op. Cotton Growers Association Vs. Shri Pati Pandurang Khade and Ors. In that case, by an award of the Industrial Tribunal, the workman were declared permanent employees. Yet in the seniority lists prepared by the employer, they were shown as temporary employees. Such conduct was held to be unfair labour practice. The Court held that employer, after the award, could not choose to absorb or not to absorb any employees. Thus, this ruling has no application to the facts of the present case.

11. He then placed reliance upon judgment of the Apex Court in Civil Appeal No. 330(NL) of 1982 decided on 28-8-85—Workmen of Express International Banking Corporation Vs. American Express International Banking Corporation. In this case, it was held that the expression actually worked under the employer for not less than 240 days comprehends all those days for which empolyce has been paid wages. There can be no quarrel with this proposition but it has no application to the facts of the present case.

- 12. He, then placed reliance upon 1993 I LLJ. 376 Mahipal Singh wherein it was held that a workman borne on a muster roll is not casual employee. It was further observed that muster roll was a record of workmen who are employed in industrial establishment on regular basis. The precedent, has thus no bearing on the case in hand.
- 13. In 1984 II LLJ. 75—Sarabhai Chemicals, it was held that a Badli workmen who had completed 240 days of continuous service was entitled to protective umbrella of Section 25-F of the I.D. Act. The proposition is unexceptionable but it can hardly be attracted when 240 days of continuous service has not been proved by cogent evidence and the workman has been intermittently engaged in leave vacancies in different branches of a pank, each engagement coming to an end by a dux of time. As stated already, the theory of attificial breaks was far fetched and imaginary. Leave vacancies would not arise in different branches of a bank at the behest of the management out would occur as and when employees go on leave. Hence, this ruling has also no application to the facts of the present case.
- 14 In 1981 I LLJ, 363 Ramani Mohan Industries it has been held that provisions of Section 25-F : the LD. Act are mandatory. This view is rather well settled and does not require a precedent.
- 15. Reliance was placed on I LLJ, 1992 page 977 Government of Tamil Nadu in support of the proposition that direction for allotment of work in a way that a workman may be denied permanency, is an unfair labour practice. This precedent has also no application to the facts of the present case.
- To Lastly reliance was placed on 1992 II CLR 156 Runkumar Sharma in support of the proposition that where a workman served for three years with actificial breaks, he was entitled not only to reinstatement, but also to regularisation. This precedent has also no application to the facts of the present case as I have already held that the charge of giving artificial breaks is not proved Rather the breaks were there because some time was bound to intervene between one leave vacancy and the other.

17. On the aforesaid premises, I find that the traim of the workman that he was retrenched offegally and hence was entitled to reinstatement tails. His claim to regularisation also fails. However, as admitted by the management, the workman would be entitled to be appointed to a leave vicancy or regular vacancy, as and when such occasion arises, keeping in view his position as a general candidate and not in violation of the rules regarding reservation. Award is made accordingly. Parties are left to bear their own costs.

R. S. VERMA, Presiding Officer नई दिल्ली, 21 फरवरी, 1997

का०आ० 728 .—-आंद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशिन करती है, जो केन्द्रीय सरकार की 19-02-97 को प्राप्त हुआ था।

[संख्या एल-12012/57/85-की II ए (आई०आर०बी०-II)] बज मोहन, डैस्क अधिकारी

New Delhi, the 21st February, 1997

S.O. 728.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 19-02-97.

[No. L-12012|57|85 D.IIA(IR-B-II)] BRAJ MOHAN, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Thursday, the 28th day of November, 1996

## PRESENT:

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal

Industrial Dispute No. 58 of 1990

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Indian Bank, Madras).

## **BETWEEN**

The Workman represented by The General Secretary, Indian Bank Employees Assn., 55, Linghi Chetty Street. Madras-600 001.

### AND

The Dy. General Manager (PL), Indian Bank, 31 Rajaji Salai, Madras-600 001.

## REFERENCE:

Order No. L-12012|57|85-D.HA, Ministry of Labour, dt. 11-7-90, Govt. of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 6th day of November, 1996, upon perusing the claim, counter statement and all other material papers on record, and upon hearing the arguments of Tvl. K. Chandru and D. Bharathy, Advocates appearing for the workman and of Aiyar & Dolia. Advocates appearing for the management and this dispute having stood over till this day for consideration, this Tribunal made the following.

#### AWARD

The Government of India, Ministry of Labour, New Delhi, in its Order No. L-12012/57/85-D.II, dated 10-7-90, referred this dispute u/s. 10(1)(d) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication of the following issue:

"Whether the action of the Management of Indian Bank in designating Sh. J. Padmanabhan as Peon though he was originally appointed as electrician cum peon is justified? If not to what relief is the workman entitled?"

On service of notice the petitioner and the respondent appeared before this Tribunal and filed their claim statement and counter statement respectively.

3. The main averments found in the claim statement filed by the petitioner are as follows:

Shri J. Padmanabhan is a member of the petitioner union. He was appointed by the respondent as Electrician cum-Peon by an order dated 22-2-83 and was posted to work in the Estate Department of the bank. He was trained in the trade of wireman for a period of two years and got a national trade certificate. Further he had undergone the apprenticeship for a period of one year in English Electric Company and had worked as electrician for one year in diamond metal works. In the appointment order it was stated that he should undergo a probation of 6 months. Though he had satisfactorily completed the probation, the management unnecessarily extended the period of probation for 3 more months. On completion of the probation he was confirmed as a peon only. He was not confirmed as electrician-cum-peon. Because of the action of the respondent the workman has to loss on extra allowance of Rs. 300 p.m. respondent has not given any opportunity to the workman before deprivation of his additional designation and the action of the management is opposed to the principles of natural justice. During the first six months of probation no advice was given to him even orally. The order extending the probation was also given without details. It was only in the order dated 26-11-83 the management had stated that his superior had instructed him orally about the lapse in the and the second s

discharge of duties. Such a statement was given with a view to deprive the additional designation given to him. For the withdrawal of the additional allowance the management has not given any notice u/s. 9A of the I.D. Act. He had sufficient experience in the work of the electrician and there was no material regarding the performance of his work to be termed as substandard. The respondent under the guise of confirming the services of the workman had deprived of the combined designation. Award may be passed directing the respondent to designate the workman as electrician cum peon and also to pay all the monetary benefits attached to the said post from 26-11-83 onwards.

4. The main averments found in the counter filed by the respondent are as follows:—

The workman Shri J. Padmanabhan was appointed as electrician cum peon in the respondent bank vide order dated 22-2-1983 and he joined the bank on 28-2-1983. He was placed under probation for 6 months to assess his performance. During the probation period his performance as electrician was reported to be unsatisfactory. Therefore his probation was extended for 3 months. His performance was far from satisfactory and his initiation and deligence in work were substandard and his accuracy was unsatisfactory and he was advised to improve his performance by letter dated 23-8-1983. Despite the opportunity given to the workman he had not improved his performance as electrician. Therefore, the bank without terminating his services confirmed him only as a peon. Thiru Padmanabhan had produced a certificate in electrician grade from I.T.I. and on that basis he was selected for the appointment of electrician. Since his performance was not satisfactory and that he did not acquire the requisite knowledge, proficiency and competence in handling costly electrical equipments and installation his probation was extended for 3 months and even thereafter he had not shown any improvement and therefore he was not confirmed as electrician. No employee can claim payment of special allowance as a matter of right without performing the duties meant for it. Thiru Padmanabhan accepted his confirmation as peon and joined the post of peon in the Chrompet branch. The responednt bank was well within its right to extend the probationary period of Padmanabhan by 3 months from 28-8-1983. Thiru Padmanahhan was aware of his inefficiency and short coming and he had undergone the extended period of probation. The respondent bank has got the right to decide on the expiry of the probationery period or extension of the probationery period whether the employee could confirmed in the post or not. The allegation that notice u/s. 9-A of ID. Act has not been served on him is untenable. Under the terms of employment Thiru Podmanabhan was not a permanent electrician. but he was only a peon com electrician. Since he had not acquired the requisite knowledge, proficiency and confidence in his work as electrician he was confirm-There was no deprivation by the bank of any combined designation to Thiru Padmanabhan. On the other hand he was found fit only to be confirmed as peon. In the circumstances the I.D. may be dismissed.

- 4. Exs. W-1 to W-11 were marked on the side of the petitioner. Exs. M-1 to M-3 were marked on the side of the respondent. No witness was examined on both sides.
- 5. The Point for our consideration is: "Whether the action of the management of Indian Bank in designating Sh. J. Padmanabhan as Peon though he was originally appointed as electrician-cum-peon is justified? If not to what relief is the workman entitled?"
- 6. The Point: The Indian Bank Employees Association represented by its General Secretary had raised this dispute regarding the confirmation of Shi J. Padmanabhan as Peon. Shri J. Padmanabhan was appointed by the respondent Indian Bank in the post of electrician cum peon by an order marked as Ex. W-1. Accordingly he joined the estate department of the bank on 22-2-1983. As per Ex. W-1, order he had to undergo probation for a period of 6 months from the date of his joining. On the expiry of 6 months on 23-8-1983 the management gave Ex. W-2 saying

"Your performance during the probation period since the date of your joining the bank from 28-2-1983 is far from satisfactory. Your initiative and diligence in work are substandard and your accuracy is unsatisfactory."

So, the management had extend the period of probation for 3 more months. Thiru Padmanabhan underwent the extended period of probation also.

On the expiry of the said period the management passed Ex. W-3 order confirming him as a peon in the services of the bank w.e.f. 28-11-83 and posted him in the Chrompet branch. Though he was selected as electrician-cum-peon he was confirmed only as a peon. Aggrieved by the said order Ex. W-3 passed by the respondent bank the petitioner union in which the said Padmanabhan is a member has raised this dispute. In Ex. W-1 in Cl. No. 2 the management has stated that he will be on probation for a period of 6 months from the date of joining and notwithstanding anything his services are liable to be terminated at the sole discretion of the bank even before the ex piry of the probationery period without assigning any reason therefore, but with one month notice or on payment of a months salary and allowance in lieu of notice. However, the service of the petitioner has not been terminated. Therefore, the question of giving a month's notice or payment of a month's salary and allowance in lieu of notice do not arise herein. More the petitioner was confirmed as a peon but not electrician-cum-peon. In the Management of Brooke Bond India Ltd., Vs. K.K. Goutham (1973 II LLJ P 453) the Supreme Court held that in order to terminate the services of an employee there must be sufficient grounds for the management and the Tribunal can go into the question of termination of service. Further, the Supreme Court also held that though the employee concerned was a probationer his rights were not different from that of a permanent employee. In STATE OF UP and ANR. Vs. PREMLATA MISRA

& ORS 1995 I LLJ P 28) the Supreme Court held as follows:—

"It is settled law that the Court can left the veil of the innocuous order to find whether it is the foundation or motive to pass the offending order."

In Indian Bank Vs. C. V. Reddy (1995 II LLJ P 1180) at page 1185 and 1186 our High Court held as follows:

"They had two courses open before them either to indicate disciplinary proceedings against the respondent or to terminate his probation. They choose the later course as they found his temprament so incompatible as to get alongwith. Hence the decision to terminate the probation cannot be considered to be punitive in character.

Any employer even a statutory body, may initiate a proceeding, held an enquiry and come to certain conclusion. But at that stage, it may be faced with the choice or two alternatives. It may choose to punish the employee on a finding of misconduct, or it may choose for what may seem to the authority to be valid reasons to terminate the employment under contract instead."

The cases referred above are all cases wherein the services of the employees were terminated. In the instant case the services of the workman was terminated. However, it was due to his unsatisfactory performance during the probation. First management thought fit to extend the period of probation for 3 months and even then he had not shown any improvement in his performance. Therefore, the management thought fit to pass an order confirming him as peon and not as electrician cum peon. counter filed by the management is clear that though he has produced a I.T.I. certificate in wireman course his performance as electrician during the probation was unsatisfactory. In the claim settlement it has been stated that he had undergone apprenticeship for a period of one year in the English Electric Company and had worked as an electrician for one year with Diamond Metal Works. By considering the statement we cannot come to a conclusion that he was well qualified in the electric trade. To substantiate that he had previous experience no document has been filed on the side of the petitioner. Even the concerned workman was not examined as a witness to prove his experience as electrician. The office of the management had no grudge against the workman to disqualify him from the confirmation as electrician. However, in the claim statement it has been stated that no details were given with reference to any fault found in his work. To certain extent this is true. The very fact that his probation was extended for 3 months more was for a valid reason of his unsatisfactory performance. The petitioner has not pleaded and proved any malafides against the respondent to pass such an order against the workman concerned. pierce the veil it is clear that the order passed by the management extending the probation of the workman was not on malafides. From the above decisions it is clear that the management has got every right to take

action against the workman for misconduct if any committed by him. In the instant case though the workman concerned has not committed any misconduct the management found that his performance as electrician was unsatisfactory during the probation. Therefore the management had no other go except to confirm him only as a peon. By the action of the management the workman may suffer some financial loss, but the same was unavoidable in the circumstances of the case. When the workman himself was the main reason for such loss he cannot blame others. The petitioner union has also not given any reason much less valid reason to show that the order passed by the management was either malafide or amounts unfair labour practice. Considering all these facts it is clear that the order Ex. W-3 passed by the management confirming the workman as a peon and posting him to Chrompet branch of the respondent bank is in order

7. The workman has also admitted the same and joined his new post as peon in Chrompet branch. The petitioner union has argued that before passing Ex. M-3 order appointing him as been no notice was given u.s. 9A of the I.D. Act. The case of the workman will not fall under Sch. IV of ID Act to make the employer to give a notice u/s, 9A of the ID Act. It is only on the unsatisfactory performance of the workman as an electrician during his probation he was confirmed as peon and not otherwise. In such circumstances no notice was necessary u/s. 9A of the I.D. Act. From the foregoing discussions it is clear that the order passed by the management confirming the workman as peon and not as electrician-cum-peon is valid and there is no reason to differ with the said order.

In the result, the Industrial dispute is dismissed. No costs.

# S. THANGARAJ, Industrial Tribunal WITNESSES EXAMINED

For both sides: None.

## DOCUMENTS MARKED

- Ex. W-1/22-2-83: Appointment order of petitioner/workman (xerox copy).
- Ex. W-2/23-8-83: Order issued by the respondent extending the probation of the petitioner-workman (xerox copy).
- Ex. W3/26-11-83: Order of confirmation of the petitioner-workman (xerox copy).
- Ex. W-4/8-6-84: Letter from petitioner to the Conciliaion Officer raising an Industrial dispute (xerox copy).
- Ex. W-5/23-7-84: Reply given by respondent to Ex. W-4 (xerox copy).
- Ex. W-6/12-9-84: Petitioner's rejoinder to Ex. W-5 (xerox copy).
- Ex. W-7/29-9-84: Further reply from respondent submitted before Conciliation Officer (xerox copy).

- Fig. W-8/29-1-85: Minutes of Conciliation Proceedings (xerox copy).
- Ex. W-9/15-3-85: Conciliation failure report (xerox copy).
- Ex. W-10/5-8-85: Order of Govt.. of India, to refer the issue for adjudication (xerox copy).
- Ex. W-11/21-3-90: Xerox copy of Judgement in W.P. 7021/1985.

## For Management:

- Ex. M-1/22-2-83: Appointment order issued to petitioner-workman (xerox copy).
- Ex. M-2/23-8-83: Order extending probation of petitioner issued by respondent (xerox copy).
- M-3/26-11-83: Order of confirmation of petationer-workman issued by respondent (xerox copy).

## नर्ष दिल्ली, 24 फरवरी, 1997

का. आ. 729.— औद्योसिक विघाद श्रिधिनियम, 1947 की धारा 39 द्वारा प्रवस्त गिक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निवेश देती है कि संघ राज्य क्षेत्र, चंडीगढ़ में धारा 2 के खंड (व)() में विणित किसी औद्योगिक निवाद के संबंध में उक्त श्रिधिनियम की धारा 10 के श्रन्तगंत इसके द्वारा प्रयोग किए आने धाली किसी शक्ति का. श्रगले श्रादेशों तक, प्रयोग सचिव श्रम, संघ राज्य क्षेत्र, चंडीगढ़ द्वारा किया जाएगा।

[वंडा: एव-11025/9/96-प्राई म्रार (पो एल)] एच.सो. गुप्ता, श्रवर सचिव

New Delhi, the 24th February, 1997

S.O. 729.—In exercise of the powers conferred by Section 39 of the Industrial Disputes Act, 1947, the Central Government hereby directs that any power exercisable by it under Section 10 of the aid Act shall, in relation to any industrial dispute referred to in Clause (a) (ii) of Section 2 in the Union Territory, Chandigarh shall be exercised by the Secretary Labour, Union Territory, Chandigarh, till further orders.

INo. S-11025/9/96-IR (PL)] H. C. GUPTA, Under Secy.

## नई दिल्लो, 26 फरवरी, 1997

का. आ. 730.— 5: बिक केन्द्र सरकार इस बात से संतुष्ट हैं कि सार्वजनिक हित के लिए यह श्रोक्षित है कि नाभिकीय हैं आते. संबद्ध रमायन तथा प्राणिक कर्जा जो औद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की प्रथम श्रन्सूची में मद 28 की परिधि में श्राप्ती है के जिनिर्भाण श्रयवा उत्पादन में लगे औद्योगिक विवाद प्रतिष्ठानों को उक्त श्रिधिनियम के प्रयोजनार्थ सार्व- इंग्लिक उत्योगिक सेवा दाने घोषित किया उनना चाहिए।

Conciliation

अतः प्रश्नी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ह) के उपखंड (6) हारा अवल अक्तिसीं। का उपयोग अवले हुए, केन्द्र सरकार गृत्वद्वारा सरकांत्र प्रभाव से 6 नहींने की अवधि के लिए उक्त अधिनियम के अयोजनार्थ उक्त उद्योग की सर्विजनिक उपयोगिता सेवा (xerox copy).

[फा.सं. एस-11017/3/97-श्राई:ख्रार. ॣपीं.एल.ं.] एच.सी. गुप्ता, श्रवर संचिव

New Delhi, the 26th February, 1997

S.O. 730.—Whereas the Central Government, is satisfied that the public interest requires that the industrial establishments manufacturing or producing Nuclear Fuel and Components, Heavy Water and Allied Chemicals and Atomic Energy are covered by item 28 of the First Schedule to the Industrial Disputes Act, 1947 (11 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/3/97-IR (PL)] H. C. GUPTA, Under Secy.

## नई दिल्ली, 27 फरवरी, 1997

का या 731 कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त गिक्सियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1-3-1997 की उस तारीख के रूप में नियत करती हैं, जिसको उक्त प्रधिनियम के प्रध्याय-4 (धारा-44 और 45 के सिद्याय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिद्याय जो पहले, ही प्रवृत्त की जा चुकी है) के उपधारा करता होगे, प्रथात करता है के स्वाय के सिद्याय की सिद्याय की प्रवृत्त की जा चुकी है) के उपधारा करता होगे, प्रथात :---

''किला श्र्लेप्पी के चैंन्यांतूर तालुक मे राक्क्ष्व ग्राम पुलियूर के श्रन्दर्गेत श्राने वाले क्षेत्र''।

> ्रींसंख्या एस- 38013/3/97-एस . एस-1] ,जे.पी. शुक्ला, श्रवर स**चिव**

## New Delhi, the 27th February, 1997

S.O. 731.—In exercise of the powers conferred by subsection (3) of Section 1 of the Employee's State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st March, 1997 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except subsection (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come no force in the following areas in the State of Kerala namely:—

"The areas within the revenue village of Puliyoor in Chengannaw Taluk of Alleppey District."

[No. '\$-38013/3/97-SS. 1]
J. P. SHUKLA, Under Section